

# **POOR LEGIBILITY**

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August 10, 2016

BY FED EX OVERNIGHT

Ms. Hope Schmeltzer  
Assistant Regional Counsel  
United States Environmental Protection Agency, Region 9  
75 Hawthorne Street  
San Francisco, California 94105

Re: Response of Fireman's Fund Insurance Company to Information  
Request by EPA Pursuant to 42 U.S.C. § 9404(e) Regarding Certain  
Policies of Insurance Written by Fireman's Fund

Dear Ms. Schmeltzer:

This letter comprises the response of Fireman's Fund Insurance Company to Questions 1 through 5, 7, and 9 through 14 as set forth in the May 10, 2016 Section 104(e) Information Request (the "Request") from the U.S. Environmental Protection Agency, Region 9, in connection with its investigation and response of the actual or potential release of hazardous substances into the soil, groundwater and indoor air at the Omega Chemical Corporation Superfund Site (the "Site"). In compliance with the instructions in paragraph 8(g) of the Instructions and Definitions contained in Enclosure A of the Request, Fireman's Fund's confidential responses to Questions 6 through 8, 10, and 15 are being provided in a separate letter. Fireman's Fund's responses to Questions 7 and 10 contain both confidential and non-confidential information, and therefore this letter contains only the confidential portions of Fireman's Fund's response to those questions; the non-confidential portions of Fireman's Fund's response to those questions are set forth in a separate letter.

Fireman's Fund's response was initially due on June 9, 2016, but on July 11, 2016 you granted Fireman's Fund a 30-day extension to August 10, 2016. In addition, you granted Fireman's Fund a limited extension, to September 15, 2016 to produce an additional claim file in response to Question 6 of the Request.



On July 18, 2016, I spoke with you and your colleagues Keith Olinger and Karl Fingerhood regarding narrowing the scope of the Request. As a result of that meeting, EPA agreed to narrow the Request as summarized in my July 18, 2016 e-mail. You confirmed in a July 19, 2016 e-mail that the summary of our July 18 discussion contained in my July 18 e-mail was accurate, with one exception relating to an additional claim file.

Based on the narrowed scope of the Request, Fireman's Fund has performed a reasonable search for responsive records and information. Fireman's Fund also reserves its right to supplement this response should it later discover additional responsive documents or information. Fireman's Fund also reserves all of its rights with respect to, and does not waive, the attorney-client privilege and the protections afforded by the attorney work-product doctrine, as well as all other applicable privileges.

Questions 1 through 5, 7, and 9 through 14 and Fireman's Fund's responses thereto are set forth below. In addition, I have enclosed a disk that includes the documents that are referenced in response to each question below.

**Question 1:** State the full legal name, address, telephone number, positions(s) held by, and tenure of, the individual(s) answering any of these questions on behalf of Fireman's Fund Insurance Company ("Fireman's Fund") concerning the matters set forth herein.

**Response:**

I worked on these responses along with my Crowell & Moring colleagues Galen Sallomi and Christine Cwiertny and our clients Daniel Kane and Eric Billeter of Fireman's Fund. Information about Mr. Kane and Mr. Billeter is set forth below.

- a. Daniel Kane
  - b. Claims Specialist
  - c. Allianz Resolution Management (ARM US)  
1465 North McDowell Blvd  
Petaluma, California 94954
  - d. Mr. Kane may be contacted through me.
- 
- a. Eric Billeter
  - b. Claim Director
  - c. Allianz Resolution Management (ARM US)  
3100 Zinfandel Drive – Suite 240  
Rancho Cordova, CA 95670
  - d. Mr. Billeter may be contacted through me.

**Question 2:** Provide copies of all casualty, liability and/or pollution insurance policies issued or allegedly issued to Angeles Chemical Co., Inc., a California corporation (“Angeles”); John G. Locke and the Estate of Janyce B. Locke (the “Locke parties”); and/or Donna M. Berg; the Estate of Robert O. Berg; Pearl Rosenthal; The Rosenthal Family Trust Dated June 3, 1989; and the Estate of Arnold Rosenthal (the “Berg/Rosenthal parties”) and/or related to the Properties, including but not limited to comprehensive general liability, primary, umbrella and excess policies, as well as any environmental impairment liability or pollution legal liability insurance. Include any policies that have been part of any buyback agreement or release.

**Response:**

Per the agreement memorialized in my July 18 e-mail to you, EPA agreed to narrow the scope of Questions 2 and 4 of the Request to (a) the five policies issued by Fireman’s Fund that are the subject of litigation between Angeles and Fireman’s Fund and (b) policies issued by other insurers to Angeles or Locke, to the extent Fireman’s Fund has such policies in its possession. The materials set forth below are contained on the disk enclosed with this letter:

**Index of Documents Being Produced by Fireman’s Fund  
to EPA in Response to Question 2**

BATES NO.	DOCUMENT DESCRIPTION	POLICY PERIOD / DATE
<b>Policies Issued by Fireman’s Fund</b>		
FFIC_EPA_0000001 through FFIC_EPA_0000058	Policy No. LC2648139	1/1/1978 to 1/1/1979
FFIC_EPA_00000059 through FFIC_EPA_0000095	Policy No. LA2679396	1/1/1979 to 1/1/1982
FFIC_EPA_00000096 through FFIC_EPA_0000204	Policy No. LA3100753	1/1/1982 to 1/1/1985
FFIC_EPA_00000205 through FFIC_EPA_0000276	Policy No. MXC5504656	1/1/1985 to 1/1/1986

BATES NO.	DOCUMENT DESCRIPTION	POLICY PERIOD / DATE
FFIC_EPA_00000277 through FFIC_EPA_0000359	Policy No. MXC80006534	1/1/1986 to 1/1/1987
<b>Policies Issued by Other Insurers</b>		
FFIC_EPA_00000360 through FFIC_EPA_0000369	Interstate Policy No. 183-135497	9/1/1977 – 11/1/1977
FFIC_EPA_00000370 through FFIC_EPA_0000378	Interstate Policy No. 183-140078	11/1/1977 – 11/1/1978
FFIC_EPA_00000379 through FFIC_EPA_0000397	Great American Insurance Co. Policy No. SLP945-13-57	11/1/1976 – 11/1/1977

**Question 3:** If there are any casualty, liability and/or pollution insurance policies issued or allegedly issued to Angeles, the Locke parties, and/or the Berg/Rosenthal parties, or concerning the Properties of which you have any evidence, or of which you are aware but neither possess copies, nor are able to obtain copies, identify each such policy/ies to the best of your ability by identifying: a) the name and address of each insurer and of the insured; b) the type of policy and policy numbers; c) the per occurrence or per accident policy limits of each policy; d) whether each such policy is “primary” or “excess”; and e) the commencement and expiration dates of such policy.

**Response:**

Per the agreement memorialized in my July 18 e-mail to you, EPA agreed to narrow the scope of Question 3 to only include information regarding those policies for which Fireman’s Fund has evidence. EPA also agreed that Fireman’s Fund need not provide information in response to Question 3 relating to any of the Fireman’s Fund policies or non-Fireman’s Fund policies identified in Fireman’s Fund’s Responses to other Questions in the Request. The enclosed disk contains the following responsive materials:

**Index of Documents Being Produced by Fireman's Fund  
to EPA in Response to Question 3**

BATES NO.	DOCUMENT DESCRIPTION
FFIC_EPA_0000398 through FFIC_EPA_0000403	Updated Chart re Angeles Insurance Policies
FFIC_EPA_0000404 through FFIC_EPA_0000407	Updated Chart re Angeles Insurance Policies
FFIC_EPA_0000408 through FFIC_EPA_0000419	Updated Chart re Angeles Insurance Policies
FFIC_EPA_0000420	Updated Angeles Chemical Co. Coverage Chart

**Question 4:** EPA information indicates that Fireman's Fund issued policies LC2648139, LA2679396, LA3100753, 249MXX80004633, 249MXC5504656, 249MXC80006534, 249MXX80204558, 249MXC80041274, 249MXX80272151 , 249MXC80096818, and 249MXP03585712 relating to the Properties. Provide a copy of such policies.

**Response:**

Per the agreement memorialized in my July 18 e-mail to you, EPA agreed to narrow the scope of Questions 2 and 4 of the Request to (a) the five policies issued by Fireman's Fund that are the subject of litigation between Angeles and Fireman's Fund and (b) policies issued by other insurers to Angeles or Locke, to the extent Fireman's Fund has such policies in its possession. The materials set forth below are contained on the disk enclosed with this letter:

**Index of Documents Being Produced by Fireman's Fund  
to EPA in Response to Question 4**

BATES NO.	DOCUMENT DESCRIPTION	POLICY PERIOD / DATE
FFIC_EPA_0000001 through FFIC_EPA_0000058	Policy No. LC2648139	1/1/1978 to 1/1/1979
FFIC_EPA_00000059 through FFIC_EPA_0000095	Policy No. LA2679396	1/1/1979 to 1/1/1982

BATES NO.	DOCUMENT DESCRIPTION	POLICY PERIOD / DATE
FFIC_EPA_00000096 through FFIC_EPA_0000204	Policy No. LA3100753	1/1/1982 to 1/1/1985
FFIC_EPA_00000205 through FFIC_EPA_0000276	Policy No. MXC5504656	1/1/1985 to 1/1/1986
FFIC_EPA_00000277 through FFIC_EPA_0000359	Policy No. MXC80006534	1/1/1986 to 1/1/1987

**Question 5:** To the extent not identified in Questions 2, 3, or 4 above, provide all other evidence of casualty, liability and/or pollution insurance issued or allegedly issued to Angeles, the Locke parties, and/or the Berg/Rosenthal parties, or related to the Properties.

**Response:**

Fireman's Fund has conducted a good-faith search of its records as well as the documents relating to the litigation among Angeles, the Locke parties, and the Berg/Rosenthal parties. Pursuant to this search, Fireman's Fund has identified documents that evidence policies issued to Angeles, the Locke parties, and/or the Berg/Rosenthal parties, or related to the Properties, but at this time has not found copies of these policies. The enclosed disk contains the following responsive materials:

**Index of Documents Being Produced by Fireman's Fund  
to EPA in Response to Question 5**

BATES NO.	DOCUMENT DESCRIPTION
FFIC_EPA_0000421 through FFIC_EPA_0000427	Letter from Charter Oak to Angeles re defense of McKesson
FFIC_EPA_0000428 through FFIC_EPA_0000458	Angeles FRCP Rule 26 Disclosure including Angeles Insurance Policies

**Question 7:** Provide all documents and files that constitute, evidence, or refer or relate to claims made by Angeles, the Locke parties, and/or the Berg/Rosenthal parties, or any other person or entity under any of the policies identified in Questions 2, 3 or 4.

**Response:**

Per the agreement memorialized in my July 18 e-mail to you, EPA agreed to narrow the scope of Question 7 of the Request to settlement agreements that resolved claims made by Angeles under the policies identified in response to Questions 2 through 4 of the Request, to the extent Fireman's Fund has such documents in its possession. The non-confidential portion of Fireman's Fund's response includes the portions of Angeles' discovery responses that describe how it used the proceeds from these settlements, the name of Mr. Locke's accountant, and portions of Mr. Locke's deposition in which he describes how settlement funds were used. The enclosed disk contains the following materials:

**Index of Documents Being Produced by Fireman's Fund  
to EPA in Response to Question 7**

BATES NO.	DOCUMENT DESCRIPTION
FFIC_EPA_0000459 through FFIC_EPA_0000472	Depo. Transcript of John Locke, individually and as Angeles' PMQ
FFIC_EPA_0000473 through FFIC_EPA_0000507	Angeles Supplemental Rule 26 Disclosure re Amounts Spent on Remediation
FFIC_EPA_0000508 through FFIC_EPA_0000540	Angeles Supplemental Rule 26 Disclosure re Amounts Spent on Remediation
FFIC_EPA_0000541 through FFIC_EPA_0000549	Angeles Amended Responses to FFIC RFPs Set One
FFIC_EPA_0000550 through FFIC_EPA_0000555	Angeles Amended Responses to FFIC SROGS, Set One
FFIC_EPA_0000556 through FFIC_EPA_0000576	Angeles and Locke Responses to FFIC RFAs Set One

**Question 9:** Identify all insurance agencies or brokerage firms that placed any casualty, liability and/or pollution insurance policies issued by Fireman's Fund to Angeles, the Locke parties, and/or the Berg/Rosenthal parties, or related to the Properties. Include the name, address, telephone number and time period when the agency placed insurance on behalf of Fireman's Fund as well as the name and current whereabouts, if known, of individuals at the agency or brokerage firm with whom Fireman's Fund communicated and the nature of the communication. If Fireman's Fund believes no agency or brokerage firm was used to place

casualty and/or liability and/or environmental insurance on behalf of Angeles, the Locke parties, and/or the Berg/Rosenthal parties, or related to the Properties, provide an explanation of how such insurance was placed.

**Response:**

The five insurance policies issued by Fireman's Fund to Angeles, as set forth in response to Question 4, state that that Max Behm & Associates, Inc. was the producer, or insurance broker, that placed the insurance policies for Angeles, the Locke parties, and/or the Berg/Rosenthal parties. Max Behm & Associates no longer exists, as California Secretary of State records show that it was "merged out." According to our research, Max Behm & Associates, Inc. merged with USI Insurance Services, Inc., which is located at the following address:

Warner Center Towers  
21600 Oxnard Street, 8th Floor  
Woodland Hills, California 92367  
(818) 251-3000

**Question 10:** Information obtained by EPA indicates that in previous litigation regarding the Properties, Angeles Chemical Co., Inc., et al. v. McKesson Corporation, et al. (US.D.C., Central District of California, Case No. CV 01-10532-TJH (MCx)), (the "McKesson Action"), there was a settlement involving Angeles, several other potentially responsible parties ("PRPs"), and insurance companies. One component of the settlement reached in the McKesson Action was an agreement between McKesson Corporation ("McKesson") and the plaintiffs: Angeles, the Locke parties, and Greve Financial Services, Inc. ("Greve") for the Angeles facility site cleanup (the "McKesson Settlement"). Provide all documentation establishing payments and/or receipt of monies related to the McKesson Settlement, including, but not limited to, checks, including cancelled checks, invoices, escrow and/or trust statements, bank account statements, billing statements, financial statements or other documentation.

**Response:**

Per the agreement memorialized in my July 18 e-mail to you, Fireman's Fund is producing Angeles' discovery responses which purport to describe how it spent settlement funds. After conducting a good faith search for any record of such settlements or payments, Fireman's Fund has failed to locate any further documentation establishing payment of monies related to the McKesson Settlement, apart from what has already been produced in response to Question 7.

**Index of Documents Being Produced by Fireman's Fund  
to EPA in Response to Question 10**

BATES NO.	DOCUMENT DESCRIPTION
FFIC_EPA_0000459 through FFIC_EPA_0000472	Depo. Transcript of John Locke, individually and as Angeles' PMQ
FFIC_EPA_0000473 through FFIC_EPA_0000507	Angeles Supplemental Rule 26 Disclosure re Amounts Spent on Remediation
FFIC_EPA_0000508 through FFIC_EPA_0000540	Angeles Supplemental Rule 26 Disclosure re Amounts Spent on Remediation
FFIC_EPA_0000541 through FFIC_EPA_0000549	Angeles Amended Responses to FFIC RFPs Set One
FFIC_EPA_0000550 through FFIC_EPA_0000555	Angeles Amended Responses to FFIC SROGS, Set One
FFIC_EPA_0000556 through FFIC_EPA_0000576	Angeles and Locke Responses to FFIC RFAs Set One

**Question 11:** Information obtained by EPA indicates that a second component of the settlement reached in the McKesson Action was a settlement by insurance carriers (the "Carrier Settlement"). To the extent not already answered in response to Question 10 above, provide documentation of payment and/or receipt of monies related to the Carrier Settlement including checks, invoices, escrow and/or trust statements, bank account statements, billing statements, financial statements or other documentation.

**Response:**

Fireman's Fund has conducted a good faith search, and has not been able to locate any other documentation of payments and/or receipt of monies related to the settlement and resolution of the McKesson Action, aside from what has already been produced in response to Question 7.

**Question 12:** Information obtained by EPA indicates that a third component of the settlement reached in the McKesson Action was an agreement between the Berg/Rosenthal parties and Angeles, the Locke parties and Greve (the "Berg/Rosenthal Parties Settlement"). To the extent not already answered in response to Question 10 above, provide all documentation establishing payments and/or receipt of monies related to the Berg/Rosenthal



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Parties Settlement, including, but not limited to, checks, including cancelled checks, invoices, escrow and/or trust statements, bank account statements, billing statements, financial statements or other documentation.

**Response:**

Fireman's Fund has conducted a good faith search, and has not been able to locate any other documentation of payments and/or receipt of monies related to the settlement and resolution of the McKesson Action, aside from what has already been produced in response to Question 7.

**Question 13:** To the extent not already provided in response to the questions above, provide documentation of payment and/or receipt of monies including checks, invoices, escrow and/or trust statements, bank account statements, billing statements, financial statements or other documentation related to the settlement and resolution of the McKesson Action.

**Response:**

Fireman's Fund has conducted a good faith search, and has not been able to locate any additional documentation of payments and/or receipt of monies related to the settlement and resolution of the McKesson Action, aside from what has already been produced in response to Question 7.

**Question 14:** Information obtained by EPA indicates that the receipt of settlement proceeds in the McKesson Action was conditioned upon the use of such funds for the remediation of the Properties. Describe any settlement funds used for remediation of the Properties, and provide all documentation evidencing the use of settlement funds by any party for remediation of the Properties.

**Response:**

Fireman's Fund has no direct knowledge of how Angeles, Locke, or the Berg/Rosenthal parties used settlement funds they obtained from settlements to resolve the McKesson Action. However, as we previously discussed with you, Fireman's Fund served discovery on Angeles and Locke in an attempt to determine what, if any, settlement funds were used for remediation of the Properties. Per our agreement discussed above, Fireman's Fund is producing on the enclosed disk the following materials constituting Angeles' responses to Fireman's Fund's discovery on this issue:

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August 10, 2016  
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**Index of Documents Being Produced by Fireman's Fund  
to EPA in Response to Question 14**

BATES NO.	DOCUMENT DESCRIPTION
FFIC_EPA_0000459 through FFIC_EPA_0000472	Depo. Transcript of John Locke, individually and as Angeles' PMQ
FFIC_EPA_0000473 through FFIC_EPA_0000507	Angeles Supplemental Rule 26 Disclosure re Amounts Spent on Remediation
FFIC_EPA_0000508 through FFIC_EPA_0000540	Angeles Supplemental Rule 26 Disclosure re Amounts Spent on Remediation
FFIC_EPA_0000541 through FFIC_EPA_0000549	Angeles Amended Responses to FFIC RFPs Set One
FFIC_EPA_0000550 through FFIC_EPA_0000555	Angeles Amended Responses to FFIC SROGS, Set One
FFIC_EPA_0000556 through FFIC_EPA_0000576	Angeles and Locke Responses to FFIC RFAs Set One

\* \* \*

Fireman's Fund reserves the right to supplement and/or amend these responses should other responsive materials or information be identified. Please feel free to contact me if you have any questions about this response.

Respectfully submitted,



Mark D. Plevin  
Attorney for Fireman's Fund Insurance  
Company

Enclosures  
DCACTIVE-37327924.4

PRODUCER'S CODE <b>04-683 630</b>		Max Bahm & Assoc Inc.		AUDIT <b>1</b>	PREVIOUS <b>NEW</b>	POLICY PREFIX AND NUMBER <b>LC-26481-39</b>	
BRANCH <b>RTV</b>	GENERAL LIABILITY <b>20</b>	AUTOM <b>15%-24</b>	COMMISSION <b>15%</b>	LIABILITY <b>15%</b>	AUTO PHY. DAM. <b>15%</b>	GLASS <b>15%</b>	ACCOUNT NUMBER

DECLARATIONS

**01 FIREMAN'S FUND INSURANCE COMPANY**      **07 NATIONAL SURETY CORPORATION**  
**18 THE AMERICAN INSURANCE COMPANY**      **15 AMERICAN AUTOMOBILE INSURANCE COMPANY**

<b>01</b> ◀ <b>INSURING COMPANY (SEE ABOVE)</b>		ITEM 4. BUSINESS OF THE NAMED INSURED IS <b>Wholesale Sales &amp; Distribution of Industrial Services</b>
ITEM 1. NAMED INSURED AND ADDRESS (NUMBER, STREET, TOWN, COUNTY, STATE, ZIP CODE)  <b>Angelus Chemical Co., Inc. &amp; Stallion Tank Lines, Inc.</b> <b>8915 Sorenson Ave</b> <b>Santa Fe Springs, CA 90670</b>		ITEM 5. LOCATIONS OF ALL PREMISES OWNED, RENTED OR CONTROLLED BY NAMED INSURED  <b>Same</b>  (ENTER "SAME" IF SAME LOCATION AS ADDRESS SHOWN IN ITEM 1) ITEM 6. INTEREST OF NAMED INSURED IN SUCH PREMISES <input type="checkbox"/> OWNER <input type="checkbox"/> TENANT <input type="checkbox"/> GENERAL LESSEE
ITEM 2. POLICY PERIOD FROM <b>1/1/78</b> TO <b>1/1/79</b>		ITEM 7. PART OCCUPIED BY NAMED INSURED
12:01 A.M., STANDARD TIME AT THE ADDRESS OF THE NAMED INSURED AS STATED HEREIN. ITEM 3. THE NAMED INSURED IS <input type="checkbox"/> INDIVIDUAL; <input type="checkbox"/> PARTNERSHIP; <input checked="" type="checkbox"/> CORPORATION; <input type="checkbox"/> JOINT VENTURE; <input type="checkbox"/> OTHER		ITEM 8. AUDIT PERIOD: ANNUAL, UNLESS OTHERWISE STATED

ITEM 9. THE INSURANCE AFFORDED IS ONLY WITH RESPECT TO EACH OF THE FOLLOWING PARTS AND COVERAGES AS ARE INDICATED BY SPECIFIC PREMIUM CHARGE OR CHARGES. THE LIMIT OF THE COMPANY'S LIABILITY AGAINST EACH SUCH COVERAGE SHALL BE AS STATED HEREIN, SUBJECT TO ALL THE TERMS OF THIS POLICY HAVING REFERENCE THERETO.

PART	COVERAGES	LIMITS OF LIABILITY			ESTIMATED PREMIUM
		EACH PERSON	EACH OCCURRENCE	AGGREGATE	
I	COMPREHENSIVE } A. BODILY INJURY LIABILITY	XXXXXXX	\$ As ,000	\$ Per ,000	\$ 11,043.
	GENERAL LIABILITY } B. PROPERTY DAMAGE LIABILITY	XXXXXXX	CSL ,000	Endt. ,000	\$ 7,315.
II	COMPREHENSIVE } C. BODILY INJURY LIABILITY	500 Per ,000	CSL ,000	XXXXXXX	\$ 9,730.
	AUTOMOBILE LIABILITY } D. PROPERTY DAMAGE LIABILITY	XXXXXXX	Endt. ,000	XXXXXXX	\$ 1,944.
AUTOMOBILE } COMPREHENSIVE		AS SHOWN IN SCHEDULE OF COVERAGE PART			\$ 1,184.
PHYSICAL DAMAGE } COLLISION					\$ 3,721.

ADDITIONAL COVERAGE PART(S)

FORM NUMBER	DESCRIPTION	
100803 ✓	Automobile Medical Payments Insurance	\$ <b>180.</b>
100802 ✓	Protection Against Uninsured Motorists Insurance	\$ <b>150.</b>

ENDORSEMENTS (IDENTIFY BY FORM NUMBER)

100258; 100004; 100807; 180012; 100640; 10071; 101038; 100647; 105040; 105214; 105160; 105161; 180017; 180148; 101021; 100903; 100904; 300414; 100956; 101021;		\$
TOTAL ESTIMATED PREMIUM		\$ <b>35,267.</b>
ADVANCE PREMIUM		\$ <b>35,267.</b>

DATE OF ISSUE

**3/13/78 avp**



PRODUCER'S CODE <b>04 503 630</b>	NAME <b>Max Behm &amp; Assoc., Inc.</b>	AUDIT <b>1</b>	PREVIOUS POLICY NUMBER <b>NEW</b>	POLICY PREFIX AND NUMBER <b>LC- 264 81 39</b>
BRANCH <b>SPV</b>	GENERAL LIABILITY <b>20%</b>	COMMISSION <b>REDACTED</b>	ACCOUNT NUMBER	

DECLARATIONS  
01 FIREMAN'S FUND INSURANCE COMPANY  
18 THE AMERICAN INSURANCE COMPANY

07 NATIONAL SURETY CORPORATION  
15 AMERICAN AUTOMOBILE INSURANCE COMPANY

01 INSURING COMPANY (SEE ABOVE)		ITEM 4. BUSINESS OF THE NAMED INSURED IS <b>Wholesale Sales &amp; Distribution of Industrial Services</b>			
ITEM 1. NAMED INSURED AND ADDRESS (NUMBER, STREET, TOWN, COUNTY, STATE, ZIP CODE)  <b>Angelus Chemical Co., Inc. &amp; Stallion Tank Lines, Inc. 8915 Sorenson Ave Santa Fe Springs, CA 90670</b>		ITEM 5. LOCATIONS OF ALL PREMISES OWNED, RENTED OR CONTROLLED BY NAMED INSURED  <b>Same</b>  (ENTER "SAME" IF SAME LOCATION AS ADDRESS SHOWN IN ITEM 1) ITEM 6. INTEREST OF NAMED INSURED IN SUCH PREMISES <input type="checkbox"/> OWNER <input type="checkbox"/> TENANT <input type="checkbox"/> GENERAL LESSEE			
ITEM 2. POLICY PERIOD FROM <b>1/1/78</b> TO <b>1/1/79</b> 12:01 A.M., STANDARD TIME AT THE ADDRESS OF THE NAMED INSURED AS STATED HEREIN.		ITEM 7. PART OCCUPIED BY NAMED INSURED			
ITEM 3. THE NAMED INSURED IS <input type="checkbox"/> INDIVIDUAL <input type="checkbox"/> PARTNERSHIP <input checked="" type="checkbox"/> CORPORATION <input type="checkbox"/> JOINT VENTURE; <input type="checkbox"/> OTHER		ITEM 8. AUDIT PERIOD: ANNUAL, UNLESS OTHERWISE STATED			
ITEM 9. THE INSURANCE AFFORDED IS ONLY WITH RESPECT TO SUCH OF THE FOLLOWING PARTS AND COVERAGES AS ARE INDICATED BY SPECIFIC PREMIUM CHARGE OR CHARGES. THE LIMIT OF THE COMPANY'S LIABILITY AGAINST EACH SUCH COVERAGE SHALL BE AS STATED HEREIN, SUBJECT TO ALL THE TERMS OF THIS POLICY HAVING REFERENCE THERETO.					
PART	COVERAGES	LIMITS OF LIABILITY			ESTIMATED PREMIUM
		EACH PERSON	EACH OCCURRENCE	AGGREGATE	
I	COMPREHENSIVE } A. BODILY INJURY LIABILITY	XXXXXXXX	\$ As ,000	\$ Per ,000	\$ 11,043.
	GENERAL LIABILITY } B. PROPERTY DAMAGE LIABILITY	XXXXXXXX	CSL ,000	Endt. ,000	\$ 7,315.
II	COMPREHENSIVE } C. BODILY INJURY LIABILITY	500 Per ,000	CSL ,000	XXXXXXXX	\$ 9,730.
	AUTOMOBILE LIABILITY } D. PROPERTY DAMAGE LIABILITY	XXXXXXXX	Endt. ,000	XXXXXXXX	\$ 1,944.
AUTOMOBILE	COMPREHENSIVE	AS SHOWN IN SCHEDULE OF COVERAGE PART			\$ 1,184.
PHYSICAL DAMAGE	COLLISION				\$ 3,721.
ADDITIONAL COVERAGE PART(S)					
FORM NUMBER	DESCRIPTION				
100803	Automobile Medical Payments Insurance				\$ 180.
100802	Protection Against Uninsured Motorists Insurance				\$ 150.
ENDORSEMENTS (IDENTIFY BY FORM NUMBER) 100258; 100004; 100807; 180012; 100640; 10071; 101038; 100647; 105040; 105214; 105160; 105161; 180017; 180146; 101021; 100903; 100904; 300414; 100956; 101021;					\$
TOTAL ESTIMATED PREMIUM					\$ 35,267.
ADVANCE PREMIUM					\$ 35,267.
DATE OF <b>3/13/78 avp</b>					

LC-264 81 39

LC-264 81 39

FFIC0050724

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COVERAGE PART — COMPREHENSIVE AUTOMOBILE LIABILITY INSURANCE CP-80-10

**SCHEDULE**

THE INSURANCE AFFORDED IS ONLY WITH RESPECT TO SUCH OF THE FOLLOWING COVERAGES AS ARE INDICATED BY SPECIFIC PREMIUM CHARGE OR CHARGES. THE LIMIT OF THE COMPANY'S LIABILITY AGAINST EACH SUCH COVERAGE SHALL BE AS STATED HEREIN, SUBJECT TO ALL THE TERMS OF THIS POLICY HAVING REFERENCE THERETO.

COVERAGES	LIMITS OF LIABILITY
C. BODILY INJURY LIABILITY	\$ 100,000 EACH PERSON \$ 50,000 EACH OCCURRENCE
D. PROPERTY DAMAGE LIABILITY	\$ 50,000 EACH OCCURRENCE

## AUTOMOBILE LIABILITY HAZARDS

**DESCRIPTION OF HAZARDS**

1. OWNED AUTOMOBILES—PREMIUM BASIS—PER AUTOMOBILE	ADVANCE PREMIUM
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[illegible]

MODEL YEAR, TRADE NAME AND BODY TYPE. TRUCK SIZE OR CARGO CARRYING CAPACITY	MAKER, SERIAL OR IDENTIFICATION NUMBER	VEHICLE CITY AND STATE IN WHICH AUTOMOBILE PRINCIPALLY GARAGED (STATE AND YEAR CODE)	CODE NO.	VEHICLE INJURY	PROPERTY DAMAGE
As per Schedule attached	—			\$ 6,760.	\$ 1,932.
Reinsurance, Automobile Liability, Commercial vehicles excluding Private Passenger types				2,916.	
2. <del>INSURED AUTOMOBILES</del> PREMIUM BASIS—TOTAL COST OF HIRE					
ESTIMATED TOTAL COST OF HIRE FOR EACH STATE WHERE THE NAMED INSURED IS LOCATED			RATES—PER \$100 TOTAL COST OF HIRE		
STATE	ESTIMATED TOTAL COST OF HIRE	BODILY INJURY	PROPERTY DAMAGE		
CA	YES	---	---		
3. <del>SELF-OWNED AUTOMOBILES</del> PREMIUM BASIS—TOTAL NUMBER OF EMPLOYEES AT ALL LOCATIONS 660100		TOTAL NUMBER OF SUCH EMPLOYEES 1-25		26.	6.
TOTAL ADVANCE PREMIUM				\$ 11,674.	

## COMPREHENSIVE AUTOMOBILE LIABILITY INSURANCE

**COVERAGE C—BODILY INJURY LIABILITY; COVERAGE D—PROPERTY DAMAGE LIABILITY**  
The Company will pay on behalf of the insured all sums which the insured shall become legally obligated to pay as damages because of Coverage C, bodily injury or Coverage D, property damage which this insurance applies, caused by an occurrence and arising out of the ownership, maintenance or use, including loading and unloading, of any automobile, and the Company shall have the right and duty to defend any suit against the insured seeking damages on account of such bodily injury or property damage, even if any of the allegations of the suit are groundless, false or fraudulent, and to make such investigation and settlement of any claim or suit as it deems expedient, but the Company shall not be obligated to pay any claim or judgment or to defend any suit after the applicable limit of the Company's liability has been exhausted by payment of judgments or settlements.

(Continued on Reverse Side)

POLICY NUMBER	INSURED	EFFECTIVE
C 264 81 39		
FIREMAN'S FUND INSURANCE COMPANY THE AMERICAN INSURANCE COMPANY NATIONAL SURETY CORPORATION ASSOCIATED INDEMNITY CORPORATION AMERICAN AUTOMOBILE INSURANCE COMPANY	PRODUCER	
	COUNTERSIGNATURE OF AUTHORIZED AGENT	

# COVERAGE PART — COMPREHENSIVE AUTOMOBILE LIABILITY INSURANCE CP-00-10

## SCHEDULE

THE INSURANCE AFFORDED IS ONLY WITH RESPECT TO SUCH OF THE FOLLOWING COVERAGES AS ARE INDICATED BY SPECIFIC PREMIUM CHARGE OR CHARGES. THE LIMIT OF THE COMPANY'S LIABILITY AGAINST EACH COVERAGE SHALL BE AS STATED HEREIN, SUBJECT TO ALL THE TERMS OF THIS POLICY HAVING REFERENCE THERETO.

COVERAGES				LIMITS OF LIABILITY		
C. BODILY INJURY LIABILITY				\$	Per ,000 EACH PERSON	
D. PROPERTY DAMAGE LIABILITY				\$	CSL ,000 EACH OCCURRENCE	
				\$	Endt. ,000 EACH OCCURRENCE	
AUTOMOBILE LIABILITY HAZARDS						
DESCRIPTION OF HAZARDS						
1. OWNED AUTOMOBILES—PREMIUM BASIS—PER AUTOMOBILE					ADVANCE PREMIUM	
MODEL YEAR, TRADE NAME AND BODY TYPE TRUCK SIZE OR MIN SEATING CAPACITY	MOTOR, SERIAL OR IDENTIFICATION NUMBER	TOWN OR CITY AND STATE IN WHICH AUTOMOBILE PRINCIPALLY GARAGED (STATE AND TERR. CODE)	CODE NO.	BODILY INJURY	PROPERTY DAMAGE	
As per Schedule attached				\$	\$	
REDACTED Automobile Liability, Commercial vehicles excluding Private Passenger types				6,760.	1,932.	
				2,918.		
2. HIRED AUTOMOBILES—PREMIUM BASIS—TOTAL COST OF HIRE						
ESTIMATED TOTAL COST OF HIRE FOR EACH STATE WHERE THE NAMED INSURED IS LOCATED			RATES—PER \$100 TOTAL COST OF HIRE			
STATE	ESTIMATED TOTAL COST OF HIRE	BODILY INJURY	PROPERTY DAMAGE			
CA	TBD 661900	---	---	26.mp	6.mp	
3. NON-OWNED AUTOMOBILES—PREMIUM BASIS—TOTAL NUMBER OF EMPLOYEES AT ALL LOCATIONS		TOTAL NUMBER OF SUCH EMPLOYEES				
660100		1-25		26.	6.	
TOTAL ADVANCE PREMIUM				\$ 11,674.		

## COMPREHENSIVE AUTOMOBILE LIABILITY INSURANCE

### I. COVERAGE C—BODILY INJURY LIABILITY; COVERAGE D—PROPERTY DAMAGE LIABILITY

The Company will pay on behalf of the insured all sums which the insured shall become legally obligated to pay as damages because of Coverage C, bodily injury or Coverage D, property damage

to which this insurance applies, caused by an occurrence and arising out of the ownership, maintenance or use, including loading and unloading, of any automobile, and the Company shall have the right and duty to defend any suit against the insured seeking damages on account of such bodily injury or property damage, even if any of the allegations of the suit are groundless, false or fraudulent, and may make such investigation and settlement of any claim or suit as it deems expedient, but the Company shall not be obligated to pay any claim or judgment or to defend any suit after the applicable limit of the Company's liability has been exhausted by payment of judgments or settlements.

(Continued on Reverse Side)

POLICY NUMBER	INSURED	EFFECTIVE
LC 264 61 39		
FIREMAN'S FUND INSURANCE COMPANY THE AMERICAN INSURANCE COMPANY NATIONAL SURETY CORPORATION ASSOCIATED INDEMNITY CORPORATION AMERICAN AUTOMOBILE INSURANCE COMPANY		PRODUCER
COUNTERSIGNATURE OF AUTHORIZED AGENT <i>Myron Ben Davis</i> PRESIDENT		70-X

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#### Exclusions

This insurance does not apply:

- (a) to liability assumed by the insured under any contract or agreement;
- (b) to any obligation for which the insured or any carrier as his insurer may be held liable under any workmen's compensation, unemployment compensation or disability benefits law, or under any similar law;
- (c) to bodily injury to any employee of the insured arising out of and in the course of his employment by the insured or to any obligation of the insured to indemnify another because of damages arising out of such injury; but this exclusion does not apply to any such injury arising out of and in the course of domestic employment by the insured unless benefits therefor are in whole or in part either payable or required to be provided under any workmen's compensation law;
- (d) to property damage to (1) property owned or being transported by the insured, or (2) property rented to or in the care, custody or control of the insured, or as to which the insured is for any purpose exercising physical control, other than property damage to a residence or private garage by a private passenger automobile covered by this insurance;
- (e) to bodily injury or property damage due to war, whether or not declared, civil war, insurrection, rebellion or revolution or to any act or condition incident to any of the foregoing, with respect to expenses for first aid under the Supplementary Payments provision;
- (f) to bodily injury or property damage arising out of the discharge, dispersal, release or escape of smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, liquids or gases, waste materials or other irritants, contaminants or pollutants into or upon land, the atmosphere or any watercourse or body of water; but this exclusion does not apply if such discharge, dispersal, release or escape is sudden and accidental.

#### II. PERSONS INSURED

Each of the following is an insured under this insurance to the extent set forth below:

- (a) the named insured;
- (b) any partner or executive officer thereof, but with respect to a non-owned automobile only while such automobile is being used in the business of the named insured;
- (c) any other person while using an owned automobile or a hired automobile with the permission of the named insured, provided his actual operation or (if he is not operating) his other actual use thereof is within the scope of such permission, but with respect to bodily injury or property damage arising out of the loading or unloading thereof, such other person shall be an insured only if he is: (1) a lessee or borrower of the automobile, or (2) an employee of the named insured or of such lessee or borrower;
- (d) any other person or organization but only with respect to his or its liability because of acts or omissions of an insured under (a), (b) or (c) above.

None of the following is an insured: (i) any person while engaged in the business of his employer with respect to bodily injury to any fellow employee of such person injured in the course of his employment; (ii) the owner or lessee (of whom the named insured is a sub-lessee) of a hired automobile or the owner of a non-owned automobile, or any agent or employee of any such owner or lessee; (iii) an executive officer with respect to an automobile owned by him or by a member of his household; (iv) any person or organization, other than the named insured, with respect to: (1) a motor vehicle while used with any trailer owned or hired by such person or organization and not covered by like insurance in the Company (except a trailer designed for use with a private passenger automobile and not being used for business purposes with another type motor vehicle), or (2) a trailer while used with any motor vehicle owned or hired by such person or organization and not covered by like insurance in the Company; (v) any person while employed in or otherwise engaged in duties in connection with an automobile business, other than an automobile business operated by the named insured.

This insurance does not apply to bodily injury or property damage arising out of (1) a non-owned automobile used in the conduct of any partnership or joint venture of which the insured is a partner or member and which is not designated in this policy as a named insured, or (2) if the named insured is a partnership, an automobile owned by or registered in the name of a partner thereof.

#### III. LIMITS OF LIABILITY

Regardless of the number of (1) insureds under this policy, (2) persons or organizations who sustain bodily injury or property damage, (3) claims made or suits brought on account of bodily injury or property damage or (4) automobiles to which this policy applies, the Company's liability is limited as follows:

**Coverage C**—The limit of bodily injury liability stated in the schedule as applicable to "each person" is the limit of the Company's liability for all damages including damages for care and loss of services, because of bodily injury sustained by one person as the result of any one occurrence; but subject to the above provision respecting "each person", the total liability of the Company for all damages because of bodily injury sustained by two or more persons as the result of any one occurrence shall not exceed the limit of bodily injury liability stated in the schedule as applicable to "each occurrence".

**Coverage D**—The total liability of the Company for all damages because of all property damage sustained by one or more persons or organizations as the result of any one occurrence shall not exceed the limit of property damage liability stated in the schedule as applicable to "each occurrence".

**Coverages C and D**—For the purpose of determining the limit of the Company's liability, all bodily injury and property damage arising out of continuous or repeated exposure to substantially the same general conditions shall be considered as arising out of one occurrence.

#### IV. POLICY TERRITORY

This insurance applies only to bodily injury or property damage which occurs within the territory described in paragraph (1) or (2) of the definition of policy territory.

#### V. ADDITIONAL DEFINITIONS

When used in reference to this insurance (including endorsements forming a part of the policy):

"automobile business" means the business or occupation of selling, repairing, servicing, storing or parking automobiles;

"hired automobile" means an automobile not owned by the named insured which is used under contract in behalf of, or loaned to, the named insured, provided such automobile is not owned by or registered in the name of (a) a partner or executive officer of the named insured or (b) an employee or agent of the named insured who is granted an operating allowance of any sort for the use of such automobile;

"non-owned automobile" means an automobile which is neither an owned automobile nor a hired automobile;

"owned automobile" means an automobile owned by the named insured;

"private passenger automobile" means a four wheel private passenger or station wagon type automobile;

"trailer" includes semi-trailer but does not include mobile equipment.

#### VI. ADDITIONAL CONDITIONS

##### Excess Insurance — Hired and Non-Owned Automobiles

A. With respect to a hired automobile or a non-owned automobile, this insurance shall be excess insurance over any other valid and collectible insurance available to the insured.

B. **Out of State Insurance.** If, under the provisions of the motor vehicle financial responsibility law or the motor vehicle compulsory insurance law or any similar law of any state or province, a non-resident is required to maintain insurance with respect to the operation or use of a motor vehicle in such state or province and such insurance requirements are greater than the insurance provided by the policy, the limits of the Company's liability and kinds of coverage afforded by the policy shall be as set forth in such law, in lieu of the insurance otherwise provided by the policy, but only to the extent required by such law and only with respect to the operation or use of a motor vehicle in such state or province; provided that the insurance under this provision shall be reduced to the extent that there is other valid and collectible insurance under this or any other motor vehicle insurance policy. In no event shall any person be entitled to receive duplicate payments for the same elements of loss.

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This endorsement modifies such insurance as is afforded by the provisions of the policy relating to the following:  
**COMPREHENSIVE AUTOMOBILE LIABILITY INSURANCE**  
**BASIC AUTOMOBILE LIABILITY INSURANCE — GARAGE INSURANCE**

**SINGLE LIMIT OF LIABILITY CP-93-24**

It is agreed that the provisions of the policy captioned "LIMITS OF LIABILITY" relating to **Bodily Injury Liability** and **Property Damage Liability** are amended to read as follows:

**LIMITS OF LIABILITY**

Regardless of the number of (1) insureds under this policy, (2) persons or organizations who sustain **bodily injury** or **property damage**, (3) claims made or suits brought on account of **bodily injury** or **property damage** or (4) automobiles to which this policy applies, the Company's liability is limited as follows:

**Bodily Injury Liability and Property Damage Liability:**

The limit of liability stated in the schedule of this endorsement as applicable to "each occurrence" is the total limit of the company's liability for all damages because of **bodily injury**, including damages for care and loss of services, or **property damage** as a result of any one occurrence, provided that with respect to any one occurrence for which notice of this policy is given in lieu of security or when this policy is certified as proof of financial responsibility under the provisions of the Motor Vehicle Financial Responsibility Law of any state or province such limit of liability shall be applied to provide the separate limits required by such law for **bodily injury** liability and for **property damage** liability to the extent of the coverage required by such law, but the separate application of such limit shall not increase the total limit of the Company's liability.

**SCHEDULE**

Coverages	Limits of Liability
Bodily Injury Liability and Property Damage Liability	\$ <b>500</b> ,000 each occurrence

POLICY NUMBER	INSURED	EFFECTIVE
<b>LC 264 81 39</b>		
<b>FIREMAN'S FUND INSURANCE COMPANY THE AMERICAN INSURANCE COMPANY NATIONAL SURETY CORPORATION ASSOCIATED INDEMNITY CORPORATION AMERICAN AUTOMOBILE INSURANCE COMPANY</b> <i>Myron Du Bain</i> PRESIDENT	PRODUCER	
	COUNTERSIGNATURE OF AUTHORIZED AGENT	

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**COVERAGE PART - AUTOMOBILE PHYSICAL DAMAGE INSURANCE CP-25-15  
(FLEET AUTOMATIC)**

**SCHEDULE**

ITEM 1. THE INSURANCE AFFORDED IS ONLY WITH RESPECT TO EACH OF THE FOLLOWING COVERAGES AS ARE INDICATED BY SPECIFIC PREMIUM CHARGE OR CHARGES AND, UNDER EACH SUCH COVERAGE, APPLIES ONLY TO SUCH COVERED AUTOMOBILES AS ARE INDICATED, BY ENTRY HEREIN, OF ONE OR MORE OF THE DESIGNATING NUMERALS FOR THAT PURPOSE APPEARING IN ITEM 4. THE LIMIT OF THE COMPANY'S LIABILITY AGAINST EACH SUCH COVERAGE SHALL BE AS STATED OR DESIGNATED HEREIN, SUBJECT TO ALL THE TERMS OF THIS INSURANCE HAVING REFERENCE THERETO.

COVERAGES	COVERED AUTOMOBILES	LIMIT OF LIABILITY - EACH COVERED AUTOMOBILE				ADVANCE PREMIUM			
		IF ACTUAL CASH VALUE (ACV) ENTER: "NOT" AND REASONABLE	IF STATED AMOUNT, ENTER: AMOUNT AND DEDUCTIBLE	OTHERWISE ENTER "S" REASON: "S" SEPARATELY, STATE IN ITEM 11C					
COMPREHENSIVE		\$	\$	\$	\$	1.124.			
COLLISION		\$	\$	\$	\$	3.721.			
FIRE, LIGHTNING OR TRANSPORTATION		\$	\$	\$	\$				
THEFT		\$	\$	\$	\$				
WINDSTORM, HAIL, EARTHQUAKE OR EXPLOSION		\$	\$	\$	\$				
COMBINED ADDITIONAL		\$	\$	\$	\$				
TOWING		\$ 25 FOR EACH DISMEMBERMENT				\$			
ENDORSEMENTS ATTACHED:						ADVANCE PREMIUM FOR ENDORSEMENTS \$			
						TOTAL ADVANCE PREMIUM \$ 4.945.			
MAXIMUM LIMIT OF LIABILITY		ANY ONE COVERED AUTOMOBILE \$		ALL COVERED AUTOMOBILES AT ANY ONE LOCATION \$		ALL COVERED AUTOMOBILES \$			
RENEWAL TO BE SUBMITTED		MONTHLY <input type="checkbox"/> QUARTERLY <input type="checkbox"/> SEMI-ANNUALLY <input type="checkbox"/> ANNUALLY <input type="checkbox"/>		AUNT PERIOD: MONTHLY <input type="checkbox"/> QUARTERLY <input type="checkbox"/> SEMI-ANNUALLY <input type="checkbox"/> ANNUALLY <input type="checkbox"/>					
ITEM 2. COVERED AUTOMOBILES AS OF EFFECTIVE DATE OF THIS INSURANCE									
(A) DESCRIPTION PURPOSE OF USE - (F = FLEET AND BUSINESS, C = COMMERCIAL)									
YEAR MODEL TRADE NAME BODY TYPE - CAPACITY (TRUCK LONG, BALLRAMP, BUS, ETC.) (IDENTIFICATION (U), SERIAL (N), MOTOR (M), NO. CYLINDERS (D), N. MODEL		PRINCIPALLY GARAGED IN: (TOWN, STATE)		PURPOSE OF USE		CLASSIFICATION			
1. As per Schedule attached									
2.									
3.									
(B) FACTS RESPECTING PURCHASE									
AUTO	LIST PRICE	ACTUAL COST	REG. & TAXES	NEW LEASE (N) (U)	SALES TAXES	ANY LOSS UNDER COVERAGE OTHER THAN TOWING IS PAYABLE AS INTEREST MAY APPEAR TO THE MAKER INSURED AND THE LOSS PAYEE NAMED BELOW:			
1.									
2.									
3.									
(C) LIMIT OF LIABILITY (IF NOT STATED ENTER LIMIT RATE ADVANCE PREMIUM)									
AUTO	LIMIT OF LIABILITY - EACH COVERED AUTOMOBILE	NET RATES	ADVANCE PREMIUM						
	IF ACTUAL CASH VALUE (ACV) ENTER: "NOT" AND REASONABLE		COMPREHENSIVE	COLLISION	FIRE, LIGHTNING OR TRANSPORTATION	THEFT	WINDSTORM, HAIL, EARTHQUAKE OR EXPLOSION	COMBINED ADDITIONAL	TOWING
1.	As per Schedule attached		\$	\$	\$	\$	\$	\$	\$
2.			\$	\$	\$	\$	\$	\$	\$
3.			\$	\$	\$	\$	\$	\$	\$
**ACTV = ACTUAL CASH VALUE			TOTALS \$						

ITEM 3. EXCEPT WITH RESPECT TO BAILMENT LEASE, CONDITIONAL SALE, PURCHASE AGREEMENT, MORTGAGE OR OTHER ENCUMBRANCE, THE NAMED INSURED IS THE SOLE OWNER OF EVERY COVERED AUTOMOBILE DESIGNATED IN ITEM 1 AS COVERED UNDER THIS INSURANCE, UNLESS OTHERWISE STATED HEREIN.

ITEM 4. EXPLANATION OF SYMBOLS IN ITEM 1 FOR DESIGNATING THE COVERED AUTOMOBILES TO WHICH THIS INSURANCE APPLIES UNDER EACH COVERAGE AFFORDED:

- 1 = ALL COVERED AUTOMOBILES  
 2 = ALL REGISTERED COVERED AUTOMOBILES  
 3 = ALL COVERED AUTOMOBILES OF THE PRIVATE PASSENGER TYPE  
 4 = ALL COVERED AUTOMOBILES OF THE COMMERCIAL TYPE  
 5 = THE COVERED AUTOMOBILES DESCRIBED IN ITEM 1 INCLUDING NEWLY ACQUIRED VEHICLES, SUBJECT TO THE PROVISIONS OF PARAGRAPH (B) OF THE "COVERED AUTOMOBILES" DEFINITION
- WHERE SO ENTERED IN ADDITION TO NUMERALS 1, 2, 3 OR 4:  
 6 = EXCLUDING VEHICLES LEASED TO THE NAMED INSURED  
 7 = EXCLUDING UNDER COLLISION COVERAGE, ANY VEHICLE NOT HAVING AN ACTUAL CASH VALUE OF AT LEAST \$

**1. COVERAGE AGREEMENTS**

The Company will pay for loss to covered automobiles under:

**COMPREHENSIVE COVERAGE** - from any cause except collision; but, for the purpose of this coverage, breakage of glass and loss caused by missiles, falling objects, fire, theft or larceny, windstorm, hail, earthquake, explosion, riot or civil commotion, malicious mischief or vandalism, water, flood, or colliding with a bird or animal, shall not be deemed loss caused by collision.

**COLLISION COVERAGE** - caused by collision.

**FIRE, LIGHTNING OR TRANSPORTATION COVERAGE** - caused by (a) fire or lightning, (b) smoke or smudge due to a sudden, unusual and faulty operation of any fixed heating equipment serving the premises in which the covered automobile is located, or (c) the stranding, sinking, burning, collision or derailment of any conveyance in or upon which the covered automobile is being transported.

**THEFT COVERAGE** - caused by theft or larceny.

**WINDSTORM, HAIL, EARTHQUAKE OR EXPLOSION COVERAGE** - caused by windstorm, hail, earthquake or explosion.

**COMBINED ADDITIONAL COVERAGE** - caused by (a) windstorm, hail, earthquake or explosion, (b) riot or civil commotion, (c) the forced landing or falling of any aircraft or its parts or equipment, (d) malicious mischief or vandalism, (e) flood or rising waters, or (f) external discharge or leakage of water.

provided that, with respect to each covered automobile, (i) under the Comprehensive coverage (except as to loss from any of the causes described in the Fire, Lightning or Transportation coverage) and under the Collision coverage, such payment shall be only for the amount of each loss in excess of the deductible amount, if any, stated in the schedule as applicable thereby; (ii) under the Combined Additional coverage, \$25 shall be deducted from the amount of each loss caused by malicious mischief or vandalism.

The Company will pay under:

**TOWING COVERAGE** - for towing and labor costs necessitated by the disablement of covered automobiles, provided the labor is performed at the place of disablement.

**SUPPLEMENTARY PAYMENTS**

- In addition to the applicable limits of liability, the Company will:
- (a) with respect to such transportation insurance as is afforded herein, pay general average and salvage charges for which the named insured becomes legally liable;
  - (b) reimburse the named insured, in the event of a theft covered by this insurance of an entire covered automobile of the private passenger type (not used as a public or livery conveyance and not, at time of theft, being held for sale by an automobile dealer), for expense incurred for the rental of a substitute for such covered automobile during the period commencing 48 hours after such theft has been

(Continued on Reverse Side)

POLICY NUMBER	INSURED	EFFECTIVE
LC 264-21-38	FREEMAN'S FUND INSURANCE COMPANY THE AMERICAN INSURANCE COMPANY	PRODUCER

## (FLEET AUTOMATIC)

## SCHEDULE

ITEM 1. THE INSURANCE AFFORDED IS ONLY WITH RESPECT TO SUCH OF THE FOLLOWING COVERAGES AS ARE INDICATED BY SPECIFIC PREMIUM CHARGE OR CHARGES AND, UNDER EACH SUCH COVERAGE, APPLIES ONLY TO SUCH COVERED AUTOMOBILES AS ARE INDICATED, BY ENTRY HEREIN, OF ONE OR MORE OF THE DESIGNATING NUMERALS FOR THAT PURPOSE APPEARING IN ITEM 2. THE LIMIT OF THE COMPANY'S LIABILITY AGAINST EACH SUCH COVERAGE SHALL BE AS STATED OR DESIGNATED HEREIN, SUBJECT TO ALL THE TERMS OF THIS INSURANCE HAVING REFERENCE THERETO.

COVERAGES	COVERED AUTOMOBILES	LIMIT OF LIABILITY — EACH COVERED AUTOMOBILE				ADVANCE PREMIUM
		IF ACTUAL CASH VALUE (ACV) ENTER: "ACV" AND DEDUCTIBLE	IF STATED AMOUNT ENTER: AMOUNT AND DEDUCTIBLE	OTHERWISE ENTER "S" MEANING "AS SEPARATELY," STATED IN ITEM 1 (C)		
COMPREHENSIVE		\$	\$	\$	\$	1,184.
COLLISION		\$	\$	\$	\$	3,721.
FIRE, LIGHTNING OR TRANSPORTATION		\$	\$	\$	\$	
THEFT		\$	\$	\$	\$	
WINDSTORM, HAIL, EARTHQUAKE OR EXPLOSION		\$	\$	\$	\$	
COMBINED ADDITIONAL		\$	\$	\$	\$	
TOWING		\$ 25 FOR EACH DISABLEMENT				\$
ENDORSEMENTS ATTACHED:						ADVANCE PREMIUM FOR ENDORSEMENTS
						TOTAL ADVANCE PREMIUM
						4,905.

MAXIMUM LIMIT OF LIABILITY: ANY ONE COVERED AUTOMOBILE \$ ALL COVERED AUTOMOBILES AT ANY ONE LOCATION \$ ALL COVERED AUTOMOBILES \$

RECORD TO BE SUBMITTED: MONTHLY QUARTERLY SEMI-ANNUALLY ANNUALLY AUDIT PERIOD: MONTHLY QUARTERLY SEMI-ANNUALLY ANNUALLY

ITEM 2. COVERED AUTOMOBILES AS OF EFFECTIVE DATE OF THIS INSURANCE

(A) DESCRIPTION: PURPOSES OF USE — (P & B = PLEASURE AND BUSINESS, C = COMMERCIAL)

AUTO	YEAR MODEL TRADE NAME BODY TYPE — CAPACITY (TRUCK LOAD, GALLONS, BUS SEATING); IDENTIFICATION (I), SERIAL (S), MOTOR (M) NO.; CYLINDERS (NO.); MODEL	PRINCIPALLY GARAGED IN (TOWN, STATE)	PURPOSE OF USE	CLASSIFICATION
1.	As per Schedule attached			
2.				
3.				

(B) FACTS RESPECTING PURCHASE

AUTO	LIST PRICE	ACTUAL COST	PURCHASED MO & YEAR	NEW USED (U)	RATING SYMBOL	ANY LOSS UNDER COVERAGES OTHER THAN TOWING IS PAYABLE AS INTEREST MAY APPEAR TO THE NAMED INSURED AND THE LOSS PAYEE NAMED BELOW:
1.						
2.						
3.						

(C) LIMIT OF LIABILITY (IF NOT STATED IN ITEM 1); NET RATES, ADVANCE PREMIUM

AUTO	LIMIT OF LIABILITY — EACH COVERED AUTOMOBILE DESCRIBED IN (A) ABOVE AND COVERED FOR:		NET RATES	ADVANCE PREMIUM						
	COMPREHENSIVE OTHER THAN COLLISION	COLLISION		COMPREHENSIVE	COLLISION	FIRE, LIGHTNING OR TRANSPORTATION	THEFT	WINDSTORM, HAIL, EARTHQUAKE OR EXPLOSION	COMBINED ADDITIONAL	TOWING
1.	As per Schedule attached			\$	\$	\$	\$	\$	\$	\$
2.				\$	\$	\$	\$	\$	\$	\$
3.				\$	\$	\$	\$	\$	\$	\$
TOTALS				\$	\$	\$	\$	\$	\$	\$

"ACV" = ACTUAL CASH VALUE

ITEM 3. EXCEPT WITH RESPECT TO RAILMENT LEASE, CONDITIONAL SALE, PURCHASE AGREEMENT, MORTGAGE OR OTHER ENCUMBRANCE, THE NAMED INSURED IS THE SOLE OWNER OF EVERY COVERED AUTOMOBILE DESIGNATED IN ITEM 1 AS COVERED UNDER THIS INSURANCE, UNLESS OTHERWISE STATED HEREIN.

ITEM 4. EXPLANATION OF ENTRIES IN ITEM 1 FOR DESIGNATING THE COVERED AUTOMOBILES TO WHICH THIS INSURANCE APPLIES UNDER EACH COVERAGE AFFORDED:

1 = ALL COVERED AUTOMOBILES  
2 = ALL REGISTERED COVERED AUTOMOBILES  
3 = ALL COVERED AUTOMOBILES OF THE PRIVATE PASSENGER TYPE  
4 = ALL COVERED AUTOMOBILES OF THE COMMERCIAL TYPE  
5 = THE COVERED AUTOMOBILES DESCRIBED IN ITEM 2 (INCLUDING NEWLY ACQUIRED VEHICLES, SUBJECT TO THE PROVISIONS OF PARAGRAPH (B) OF THE "COVERED AUTOMOBILE" DEFINITION)

WHEN SO ENTERED IN ADDITION TO NUMERALS 1, 2, 3 OR 4:  
A = EXCLUDING VEHICLES LEASED TO THE NAMED INSURED  
7 = EXCLUDING UNDER COLLISION COVERAGE, ANY VEHICLE NOT HAVING AN ACTUAL CASH VALUE OF AT LEAST \$

## I. COVERAGE AGREEMENTS

The Company will pay for loss to covered automobiles under:

**COMPREHENSIVE COVERAGE** — from any cause except collision; but, for the purpose of this coverage, breakage of glass and loss caused by missiles, falling objects, fire, theft or larceny, windstorm, hail, earthquake, explosion, riot or civil commotion, malicious mischief or vandalism, water, flood, or colliding with a bird or animal, shall not be deemed loss caused by collision.

**COLLISION COVERAGE** — caused by collision.

**FIRE, LIGHTNING OR TRANSPORTATION COVERAGE** — caused by (a) fire or lightning, (b) smoke or smudge due to a sudden, unusual and faulty operation of any fixed heating equipment serving the premises in which the covered automobile is located, or (c) the stranding, sinking, burning, collision or derailment of any conveyance in or upon which the covered automobile is being transported.

**THEFT COVERAGE** — caused by theft or larceny.

**WINDSTORM, HAIL, EARTHQUAKE OR EXPLOSION COVERAGE** — caused by windstorm, hail, earthquake or explosion.

**COMBINED ADDITIONAL COVERAGE** — caused by (a) windstorm, hail, earthquake or explosion, (b) riot or civil commotion, (c) the forced landing or falling of any aircraft or its parts or equipment, (d) malicious mischief or vandalism, (e) flood or rising waters, or (f) external discharge or leakage of water.

provided that, with respect to each covered automobile, (i) under the Comprehensive coverage (except as to loss from any of the causes described in the Fire, Lightning or Transportation coverage) and under the Collision coverage, such payment shall be only for the amount of each loss in excess of the deductible amount, if any, stated in the schedule on applicable thereto; (ii) under the Combined Additional coverage, \$25 shall be deducted from the amount of each loss caused by malicious mischief or vandalism.

The Company will pay under:

**TOWING COVERAGE** — for towing and labor costs necessitated by the disablement of covered automobiles, provided the labor is performed at the place of disablement.

## SUPPLEMENTARY PAYMENTS

In addition to the applicable limits of liability, the Company will:

(a) with respect to such transportation insurance as is altered herein, pay general average and salvage charges for which the named insured becomes legally liable;

(b) reimburse the named insured, in the event of a theft covered by this insurance of an entire covered automobile of the private passenger type (not used as a public or livery conveyance and not, at time of theft, being held for sale by an automobile dealer), for expense incurred for the rental of a substitute for such covered automobile during the period commencing 48 hours after such theft has been

(Continued on Reverse Side)

POLICY NUMBER	INSURED	EFFECTIVE
LC 264 81 39		
FIREMAN'S FUND INSURANCE COMPANY THE AMERICAN INSURANCE COMPANY NATIONAL SURETY CORPORATION ASSOCIATED INDEMNITY CORPORATION AMERICAN AUTOMOBILE INSURANCE COMPANY		PRODUCER
Myron R. Davis PRESIDENT		COUNTERSIGNATURE OF AUTHORIZED AGENT

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any nor \$1000 total.

Such insurance as is afforded under each coverage applies separately to each covered automobile, and a land motor vehicle and one or more trailers or semitrailers attached thereto shall be held to be separate covered automobiles as respects limits of liability and any deductible provisions applicable thereto.

**Exclusions**  
This insurance does not apply:

- (a) to any covered automobile while used as a public or livery conveyance, unless such use is specifically declared and described in the schedule;
- (b) to damage which is due and confined to: (i) wear and tear, or (ii) freezing, or (iii) mechanical or electrical breakdown or failure, unless such damage is the result of other loss covered by this insurance;
- (c) to fires, unless (i) loss be coincident with and from the same cause as other loss covered by this insurance; or (ii) damaged by fire, by malicious mischief or vandalism or stolen and, as to the covered automobile, loss caused by such damage or theft is covered by this insurance;
- (d) to loss due to (i) war, whether or not declared, civil war, insurrection, rebellion or revolution, or to any act or condition incident to any of the foregoing; (ii) radioactive contamination;
- (e) to loss to (i) any device or instrument designed for the recording, reproduction, or recording and reproduction of sound unless such device or instrument is permanently installed in the covered automobile; (ii) any tape, wire, record disc or other medium for use with any device or instrument designed for the recording, reproduction, or recording and reproduction of sound;
- (f) to loss to a camper body designed for use with a covered automobile and not designated in the schedule and for which no premium has been charged if such camper body was owned at the inception of the policy period or the inception of any renewal or extension period thereof;
- (g) under the Comprehensive and Theft coverages, to loss or damage due to conversion, embezzlement or secretion by any person in possession of a covered automobile under a bailment lease, conditional sale, purchase agreement, mortgage or other encumbrance;
- (h) under the Collision coverage, to breakage of glass if insurance with respect to such breakage is otherwise afforded herein;
- (i) under the Windstorm, Hail, Earthquake or Explosion and Combined Additional coverages, to loss resulting from rain, snow or sleet, whether or not wind-driven.

## II. LIMIT OF LIABILITY

The limit of the Company's liability for loss to any one covered automobile shall not exceed the least of the following amounts:

- (a) the actual cash value of such covered automobile; or if the loss is to a part thereof the actual cash value of such part, at time of loss; or
- (b) what it would then cost to repair or replace such covered automobile or part thereof with other of like kind and quality, with deduction for depreciation; or
- (c) the limit of liability stated in the schedule as applicable to "each covered automobile" under the coverage afforded for the loss to such covered automobile, provided that if such limit of liability is expressed as a stated amount it shall, with respect to a covered automobile newly acquired during the policy period and not described in the schedule, be deemed as having been replaced by "actual cash value";

and, subject to the above provisions, shall not in any event exceed the amount, if any, stated in the schedule as the "maximum limit of liability" applicable to "any one covered automobile."

The total limit of the Company's liability for all loss directly attributable to a single happening out of which loss occurs shall not exceed: (a) as to all covered automobiles at any one location, the amount, if any, stated in the schedule as the "maximum limit of liability" applicable thereto; subject to the above provisions respecting any one covered automobile;

(b) as to all covered automobiles, the amount, if any, stated in the schedule as the "maximum limit of liability" applicable thereto, subject to the above provisions respecting (i) any one covered automobile and (ii) any one location.

## III. POLICY PERIOD; TERRITORY; PURPOSES OF USE

This insurance applies only to loss which occurs during the policy period, while the covered automobile is within the United States of America, its territories or possessions, or Canada, or is being transported between parts thereof and; if a covered automobile described in the schedule, is maintained and used for the purposes stated therein as applicable thereto.

## IV. ADDITIONAL DEFINITIONS

When used in reference to this insurance (including endorsements forming a part of the policy):

"camper body" means a body designed to be mounted upon a covered automobile and equipped as sleeping or living quarters;

"collision" means (i) collision of a covered automobile with another object or with a vehicle to which it is attached, or (ii) upset of such covered automobile;

"commercial type" means (i) a land motor vehicle of the truck, pick-up, express, sedan or panel delivery type, including truck-type tractors, trailers and semitrailers, used for the transportation or delivery of goods or merchandise or for other business purposes, or (ii) an altered private passenger type vehicle used for retail or wholesale delivery;

"covered automobile" means a land motor vehicle, trailer or semitrailer, including its equipment and other equipment permanently attached thereto (but not including robes, wearing apparel or personal effects), which is either:

(a) designated in the schedule, by description or otherwise, as a covered automobile to which this insurance applies and is: (i) owned by the named insured, or (ii) leased to the named insured for a term of not less than one year under an agreement expressly prohibiting any right of the lessor or owner to use such vehicle during the term of such lease except either as an operator employed by the named insured or for its repair or exchange; or

(b) if not so designated, such vehicle is newly acquired by the named insured during the policy period provided, however, that: (i) it replaces or described covered automobile, or as of the date of its delivery this insurance applies to all covered automobiles, and (ii) the named insured notifies the Company within 30 days following such delivery date;

but "covered automobile" does not include a vehicle owned by or registered in the name of any individual partner or executive officer of the named insured, unless specifically stated otherwise by endorsement forming a part of the policy;

"loss" means direct and accidental loss or damage;

"private passenger type" means a 4-wheel land motor vehicle of the private passenger or station wagon type;

as to "purposes of use":

"commercial" means use principally in the business occupation of the named insured as stated in the declarations, including occasional use for personal, pleasure, family and other business purposes;

"pleasure and business" means personal, pleasure, family and business use.

## V. CONDITIONS

None of the Conditions of the policy shall apply to this insurance except "Premium", "Inspection and Audit", "Subrogation", "Changes", "Assignment", "Cancellation", and "Declarations". This insurance shall also be subject to the following additional Conditions:

**Named Insured's Duties in Event of Loss**

In the event of loss the named insured shall:

- (a) protect the covered automobile, whether or not this insurance applies to the loss, and any further loss or damage due to the named insured's failure to protect shall not be recoverable under this insurance; reasonable expenses incurred in affording such protection shall be deemed incurred at the Company's request;
- (b) give notice thereof as soon as practicable to the Company or any of its authorized agents and also, in the event of theft or larceny, to the police;
- (c) file with the Company, within 90 days after loss, his sworn proof of loss in such form and including such information as the Company may reasonably require and, upon the Company's request, shall exhibit the damaged property and submit to examination under oath;
- (d) cooperate with the Company and, upon the Company's request, shall assist in making settlements, in the conduct of suits and in enforcing any right of contribution or indemnity against any person or organization who may be liable to the named insured because of loss with respect to which this insurance applies; and shall attend hearings and trials and assist in securing and giving evidence and obtaining the attendance of witnesses;

but the named insured shall not, except at his own cost, voluntarily make any payment, assume any obligation, offer or pay any reward for recovery of stolen property or incur any expense other than as specifically provided in this insurance.

**Payment for Loss**

With respect to any loss covered by this insurance, the Company may pay for said loss in money, or may:

- (a) repair or replace the damaged or stolen property; or
- (b) return at its expense any stolen property to the named insured, with payment for any resultant damage thereto, at any time before the loss is so paid or the property is so replaced; or
- (c) take all or any part of the damaged or stolen property at the agreed or appraised value,

but there shall be no abandonment to the Company.

## Appraisal

If the named insured and the Company fail to agree as to the amount of loss, either may, within 60 days after proof of loss is filed, demand an appraisal of the loss. In such event the named insured and the Company shall each select a competent appraiser, and the appraisers shall select a competent and disinterested umpire. The appraisers shall state separately the actual cash value and the amount of loss and failing to agree shall submit their differences to the umpire. An award in writing of any two shall determine the amount of loss. The named insured and the Company shall each pay its chosen appraiser and shall bear equally the other expenses of the appraisal and umpire.

The Company shall not be held to have waived any of its rights by any act relating to appraisal.

## Action Against Company

No action shall lie against the Company unless, as a condition precedent thereto, there shall have been full compliance with all the terms of this insurance not until 30 days after proof of loss is filed and the amount of loss is determined as provided in this insurance.

## Other Insurance

If the named insured has other insurance against a loss covered by this insurance, the Company shall not be liable under this insurance for a greater proportion of such loss than the applicable limit of liability stated in the schedule bears to the total applicable limit of liability of all valid and collectible insurance against such loss; provided, however, with respect to any covered automobile newly acquired during the policy period and not described in the schedule, this insurance shall not apply to any loss against which the named insured has other valid and collectible insurance.

## No Benefit to Bailee

None of the provisions of this insurance shall inure directly or indirectly to the benefit of any carrier or other bailee for hire.

## Terms of Insurance Conformed to Statute

Terms of this insurance which are in conflict with the statutes of the state wherein this insurance is issued are hereby amended to conform to such statutes.



# COVERAGE PART — UNINSURED MOTORISTS INSURANCE CP-00-25

SCHEDULE		
COVERAGE	LIMITS OF LIABILITY	ADVANCE PREMIUM
U. UNINSURED MOTORISTS	\$ 100,000 EACH PERSON	
	\$ 300,000 EACH ACCIDENT	\$ 150.

## DESIGNATED INSURED

## DESCRIPTION OF INSURED HIGHWAY VEHICLES (CHECK APPROPRIATE BOX)

- ☐ ANY AUTOMOBILE OWNED BY THE NAMED INSURED
- ☒ ANY PRIVATE PASSENGER AUTOMOBILE OWNED BY THE NAMED INSURED
- ☐ ANY HIGHWAY VEHICLE TO WHICH ARE ATTACHED DEALER'S LICENSE PLATES ISSUED TO THE NAMED INSURED
- ☐ ANY HIGHWAY VEHICLE DESIGNATED IN THE DECLARATIONS OF THE POLICY BY THE "LETTERS" AND A HIGHWAY VEHICLE OWNERSHIP OF WHICH IS ACQUIRED DURING THE POLICY PERIOD BY THE NAMED INSURED OR A REPLACEMENT THEREFOR
- ☐ ANY MOBILE EQUIPMENT OWNED OR LEASED BY AND RETAINED IN THE NAME OF THE NAMED INSURED

## UNINSURED MOTORISTS INSURANCE

### I. COVERAGE U — UNINSURED MOTORISTS

#### (Damages for Bodily Injury)

The Company will pay all sums which the insured or his legal representative shall be legally entitled to recover as damages from the owner or operator of an uninsured highway vehicle because of bodily injury sustained by the insured, caused by accident and arising out of the ownership, maintenance or use of such uninsured highway vehicle; provided, for the purposes of this coverage, determination as to whether the insured or such representative is legally entitled to recover such damages, and if so the amount thereof, shall be made by agreement between the insured or such representative and the Company or, if they fail to agree, by arbitration. No judgment against any person or organization alleged to be legally responsible for the bodily injury shall be conclusive, as between the insured and the Company, of the issues of liability of such person or organization or of the amount of damages to which the insured is legally entitled unless such judgment is entered pursuant to an action prosecuted by the insured with the written consent of the Company.

#### Exclusions

This insurance does not apply:

(a) to bodily injury to an insured with respect to which such insured, his legal representative or any person entitled to payment under this insurance shall, without written consent of the Company, make any settlement with any person or organization who may be legally liable therefor;

(b) to bodily injury to an insured while occupying a highway vehicle (other than an insured highway vehicle) owned by the named insured, any designated insured or any relative resident in the same household as the named or designated insured, or through being struck by such a vehicle, but this exclusion does not apply to the named insured or his relatives while occupying or if struck by a highway vehicle owned by a designated insured or his relatives;

(c) so as to insure directly or indirectly to the benefit of any workmen's compensation or disability benefits carrier or any person or organization qualifying as a self-insurer under any workmen's compensation or disability benefits law or any similar law.

### II. PERSONS INSURED

Each of the following is an insured under this insurance to the extent set forth below:

(a) the named insured and any designated insured and, while residents of the same household, the spouse and relatives of either;

(b) any other person while occupying an insured highway vehicle; and

(c) any person, with respect to damages he is entitled to recover because of bodily injury to which this insurance applies sustained by an insured under (a) or (b) above.

The insurance applies separately with respect to each insured, except with respect to the limits of the Company's liability.

### III. LIMITS OF LIABILITY

Regardless of the number of (1) persons or organizations who are insureds under this policy, (2) persons who sustain bodily injury, (3) claims made or suits brought on account of bodily injury, or (4) highway vehicles to which this policy applies,

(a) The limit of liability stated in the schedule as applicable to "each person" is the limit of the Company's liability for all damages because of bodily injury sustained by one person as the result of any one accident and, subject to the above provision respecting "each person", the limit of liability stated in the schedule as applicable to "each accident" is the total limit of the Company's liability for all damages because of bodily injury sustained by two or more persons as the result of any one accident.

(b) Any amount payable under the terms of this insurance because of bodily injury sustained in an accident by a person who is an insured under this coverage shall be reduced by (1) all sums paid on account of such bodily injury by or on behalf of (i) the owner or operator of the uninsured highway vehicle and (ii) any other person or organization jointly or severally liable together with such owner or operator for such bodily injury,

including all sums paid under the bodily injury liability coverage of the policy, and (2) the amount paid and the present value of all amounts payable on account of such bodily injury under any workmen's compensation law, disability benefits law or any similar law.

(c) Any payment made under this insurance to or for any insured shall be applied in reduction of the amount of damages which he may be entitled to recover from any person or organization who is an insured under the bodily injury liability coverage of the policy.

(d) The Company shall not be obligated to pay under this insurance that part of the damages which the insured may be entitled to recover from the owner or operator of an uninsured highway vehicle which represents expenses for medical services paid or payable under the medical payments coverage of the policy.

### IV. POLICY PERIOD; TERRITORY

This insurance applies only to accidents which occur during the policy period and within the United States of America, its territories or possessions, or Canada.

### V. ADDITIONAL DEFINITIONS

When used in reference to this insurance (including endorsements forming a part of the policy):

"designated insured" means an individual named in the schedule under Designated Insured.

(Continued on Reverse Side)

POLICY NUMBER	INSURED	EFFECTIVE
LC 264 81 39		
FIREMAN'S FUND INSURANCE COMPANY THE AMERICAN INSURANCE COMPANY NATIONAL SURETY CORPORATION ASSOCIATED INDEMNITY CORPORATION AMERICAN AUTOMOBILE INSURANCE COMPANY		PRODUCER
<i>Myron A. Davis</i> PRESIDENT		COUNTERSIGNATURE OF AUTHORIZED AGENT

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(Continued from Obverse Side)

"highway vehicle" means a land motor vehicle or trailer other than:  
(a) a farm type tractor or other equipment designed for use principally off public roads, while not upon public roads;  
(b) a vehicle operated on rails or crawler-treads, or  
(c) a vehicle while located for use as a residence or premises;  
"hit-and-run vehicle" means a highway vehicle which causes bodily injury to an insured arising out of physical contact of such vehicle with the insured or with a vehicle which the insured is occupying at the time of the accident, provided:  
(a) there cannot be ascertained the identity of either the operator or owner of such highway vehicle;  
(b) the insured or someone on his behalf shall have reported the accident within 24 hours to a police, peace or judicial officer or to the Commissioner of Motor Vehicles, and shall have filed with the Company within 30 days thereafter a statement under oath that the insured or his legal representative has a cause or causes of action arising out of such accident for damages against a person or persons whose identity is unascertainable, and setting forth the facts in support thereof; and  
(c) at the Company's request, the insured or his legal representative makes available for inspection the vehicle which the insured was occupying at the time of the accident;  
"insured highway vehicle" means a highway vehicle:  
(a) described in the schedule as an insured highway vehicle to which the bodily injury liability coverage of the policy applies;  
(b) while temporarily used as a substitute for an insured highway vehicle as described in subparagraph (a) above, when withdrawn from normal use because of its breakdown, repair, servicing, loss or destruction;  
(c) while being operated by the named or designated insured or by the spouse of either if a resident of the same household; but the term "insured highway vehicle" shall not include: (i) a vehicle while used as a public or livery conveyance, unless such use is specifically declared and described in this policy; (ii) a vehicle while being used without the permission of the owner; (iii) under subparagraphs (b) and (c) above, a vehicle owned by the named insured, any designated insured or any resident of the same household as the named or designated insured; or (iv) under subparagraphs (b) and (c) above, a vehicle furnished for the regular use of the named insured or any resident of the same household;  
"occupying" means in or upon or entering into or alighting from;  
"state" includes the District of Columbia, a territory or possession of the United States, and a province of Canada;  
"uninsured highway vehicle" means:  
(a) a highway vehicle with respect to the ownership, maintenance or use of which there is, in at least the amounts specified by the financial responsibility law of the state in which the insured highway vehicle is principally garaged, no bodily injury liability bond or insurance policy applicable at the time of the accident with respect to any person or organization legally responsible for the use of such vehicle, or with respect to which there is a bodily injury liability bond or insurance policy applicable at the time of the accident but the company writing the same denies coverage thereunder or is or becomes insolvent; or  
(b) a hit-and-run vehicle;  
but the term "uninsured highway vehicle" shall not include: (i) an insured highway vehicle, (ii) a highway vehicle which is owned or operated by a self-insurer within the meaning of any motor vehicle financial responsibility law, motor carrier law or any similar law, (iii) a highway vehicle which is owned by the United States of America, Canada, a state, a political subdivision of any such government or an agency of any of the foregoing.  
**VI. ADDITIONAL CONDITIONS**  
**A. Premium.**  
If during the policy period the number of insured highway vehicles owned by the named insured or spouse or the number of dealer's license plates issued to the named insured changes, the named insured shall notify the Company during the policy period of any change and the premium shall be adjusted in accordance with the manuals in use by the Company. If the earned premium thus computed exceeds the advance premium paid, the named insured shall pay the excess to the Company; if less, the Company shall return to the named insured the unearned portion paid by such insured.  
**B. Proof of Claims Medical Reports.**  
As soon as practicable, the insured or other person making claim shall give to the Company written proof of claim, under oath if required, including full particulars of the nature and extent of the injuries, treatment, and other details entering into the determination of the amount payable hereunder. The insured and every other person making claim hereunder shall submit to examinations under oath by any person named by the Company and subscribe the same, as often as may reasonably be required. Proof of claim shall be made upon forms furnished by the Company unless the Company shall have failed to furnish such forms within 15 days after receiving notice of claim.  
The injured person shall submit to physical examinations by physicians selected by the Company when and as often as the Company may reasonably require and he, or in the event of his incapacity his legal representative, or in the event of his death his legal representative or the person or persons entitled to sue therefor, shall upon each request from the Company execute authorization to enable the Company to obtain medical reports and copies of records.  
**C. Assistance and Cooperation of the Insured.**  
After notice of claim under this insurance, the Company may require the insured to take such action as may be necessary or appropriate to preserve his right to recover damages from any person or organization alleged to be legally responsible for the bodily injury; and in any action against the Company, the Company may require the insured to join such person or organization as a party defendant.  
**D. Notice of Legal Action.**  
If before the Company makes payment of loss hereunder, the insured or his legal representative shall institute any legal action for bodily injury against any person or organization legally responsible for the use of a highway vehicle involved in the accident, a copy of the summons and complaint or other process served in connection with such legal action shall be forwarded immediately to the Company by the insured or his legal representative.  
**E. Other Insurance.**  
With respect to bodily injury to an insured while occupying a highway vehicle not owned by the named insured, this insurance shall apply only as excess insurance over any other similar insurance available to such insured and applicable to such vehicle as primary insurance, and this insurance shall then apply only in the amount by which the limit of liability for this coverage exceeds the applicable limit of liability of such other insurance.  
Except as provided in the foregoing paragraph, if the insured has other similar insurance available to him and applicable to the accident, the damages shall be deemed not to exceed the higher of the applicable limits of liability of this insurance and such other insurance, and the Company shall not be liable for a greater proportion of any loss to which this coverage applies than the limit of liability hereunder bears to the sum of the applicable limits of liability of this insurance and such other insurance.  
**F. Arbitration.**  
If any person making claim hereunder and the Company do not agree that such person is legally entitled to recover damages from the owner or operator of an uninsured highway vehicle because of bodily injury to the insured, or do not agree as to the amount of payment which may be owing under this insurance, then, upon written demand of either, the matter or matters upon which such person and the Company do not agree shall be settled by arbitration, which shall be conducted in accordance with the rules of the American Arbitration Association unless other means of conducting the arbitration are agreed to between the insured and the Company, and judgment upon the award rendered by the arbitrators may be entered in any court having jurisdiction thereof. Such person and the Company each agree to consider itself bound and to be bound by any award made by the arbitrators pursuant to this insurance.  
**G. Trust Agreement.**  
In the event of payment to any person under this insurance:  
(a) the Company shall be entitled to the extent of such payment to the proceeds of any settlement or judgment that may result from the exercise of any rights of recovery of such person against any person or organization legally responsible for the bodily injury because of which such payment is made;  
(b) such person shall hold in trust for the benefit of the Company all rights of recovery which he shall have against such other person or organization because of the damages which are the subject of claim made under this insurance;  
(c) such person shall do whatever is proper to secure and shall do nothing alter loss to prejudice such rights;  
(d) if requested in writing by the Company, such person shall take, through any representative designated by the Company, such action as may be necessary or appropriate to recover such payment as damages from such other person or organization, such action to be taken in the name of such person; in the event of a recovery, the Company shall be reimbursed out of such recovery for expenses, costs and attorneys' fees incurred by it in connection therewith;  
(e) such person shall execute and deliver to the Company such instruments and papers as may be appropriate to secure the rights and obligations of such person and the Company established by this provision.  
**H. Payment of Loss by the Company.**  
Any amount due hereunder is payable  
(a) to the insured, or  
(b) if the insured be a minor to his parent or guardian, or  
(c) if the insured be deceased to his surviving spouse, otherwise  
(d) to a person authorized by law to receive such payment or to a person legally entitled to recover the damages which the payment represents;  
provided, the Company may at its option pay any amount due hereunder in accordance with Division (d) hereof.



This endorsement modifies such insurance as is afforded by the provisions of the policy relating to the following:  
**UNINSURED MOTORISTS INSURANCE**

**CALIFORNIA AMENDMENT CP-34-51**

It is agreed that:

1. Exclusion (c) is amended to read as follows:

(c) so as to insure directly or indirectly to the benefit of any workmen's compensation or disability benefits carrier or any person or organization qualifying as a self-insurer under any workmen's compensation, disability benefits law or any similar law or directly to the benefit of the United States or any state or political subdivision thereof.

2. Subsections (b), (c) and (d) of the provision entitled "Limits of Liability" are replaced by the following:

(b) Any loss payable under the terms of this insurance to or for any person shall be reduced by:

(1) the amount paid and the present value of all amounts payable to him under any workmen's compensation law, exclusive of non-occupational disability benefits;

(2) the amount the insured is entitled to recover from any other person insured under the bodily injury liability coverage of the policy; and

(3) all sums paid by or on behalf of the owner or operator of the uninsured highway vehicle and any other person or organization jointly or severally liable together with such owner or operator for bodily injury to an insured.

(c) The Company shall not be obligated to pay under this insurance that part of the damages which the insured may be entitled to recover from the owner or operator of an uninsured highway vehicle which represents expenses for medical services paid or payable under the Automobile Medical Payments Coverage of the policy.

3. Paragraph (a) of the definition of "uninsured highway vehicle" is amended to read as follows:

(a) a highway vehicle with respect to the ownership, maintenance or use of which there is, in at least the amounts specified by the financial responsibility law of the state in which the insured highway vehicle is principally garaged, no bodily injury liability bond or insurance policy applicable at the time of the accident with respect to any person or organization legally responsible for the use of such vehicle, or with respect to which there is a bodily injury liability bond or insurance policy applicable at the time of the accident but the company writing the same denies coverage thereunder or refuses to admit coverage thereunder except conditionally or with reservation or such company is or becomes insolvent or

4. The Condition entitled "Other Insurance" is replaced by the following:

**Other Insurance**

With respect to bodily injury to any insured occupying a highway vehicle (other than a highway vehicle which is owned by the named insured) to which the bodily injury liability coverage of the policy applies, the insurance hereunder shall not apply if the owner of such vehicle has insurance similar to that provided for herein.

Subject to the preceding paragraph, if the insured has other similar insurance available to him, any damages, including damages for care and loss of services because of bodily injury shall be deemed not to exceed the higher of the applicable limits of the respective coverages and such damages including damages for care and loss of services because of bodily injury shall be pro-rated between such coverages in such proportion as each coverage bears to the total of such limits.

5. The Condition entitled "Arbitration" is amended to read as follows:

**Arbitration.** If any person making claim hereunder and the Company do not agree that such person is legally entitled to recover damages from the owner or operator of an uninsured highway vehicle because of bodily injury to the insured, or do not agree as to the amount of payment which may be owing under this insurance, then, upon written demand of either, the matter or matters upon which such person and the Company do not agree shall be settled by a single neutral arbitrator, and judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. Such person and the Company each agree to consider itself bound and to be bound by any award made by the arbitrator pursuant to this insurance.

6. The Condition entitled "Action Against Company" is amended to read as follows:

**Action Against Company.** No action shall lie against the Company unless, as a condition precedent thereto, the insured or his legal representative has fully complied with all the terms of this policy nor unless within one year from the date of accident:

(a) suit for bodily injury has been filed against the uninsured motorist in a court of competent jurisdiction, or

(b) agreement as to the amount due under this coverage has been concluded, or

(c) the insured or his legal representative has formally instituted arbitration proceedings.

FIREMAN'S FUND INSURANCE COMPANY  
THE AMERICAN INSURANCE COMPANY  
NATIONAL SURETY CORPORATION  
ASSOCIATED INDEMNITY CORPORATION  
AMERICAN AUTOMOBILE INSURANCE COMPANY

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*Myron De Brui*

PRESIDENT

100903-8-74

# 10 10 COVERAGE PART — AUTOMOBILE MEDICAL PAYMENTS INSURANCE CP-00-15

SCHEDULE		ADVANCE PREMIUM
COVERAGE	LIMIT OF LIABILITY	
F—AUTOMOBILE MEDICAL PAYMENTS	\$ 5,000 EACH PERSON	\$ 180.
DESIGNATED PERSON INSURED		\$
TOTAL ADVANCE PREMIUM		\$ 180.
DESIGNATION OF AUTOMOBILES—DIVISION 1		
(1) <input type="checkbox"/> ANY OWNED AUTOMOBILE (2) <input type="checkbox"/> ANY HIRED AUTOMOBILE (3) <input type="checkbox"/> ANY LICENSED OWNED PRIVATE PASSENGER AUTOMOBILE (4) <input checked="" type="checkbox"/> ANY AUTOMOBILE DESCRIBED IN THE SCHEDULE AND DESIGNATED "M.P." (5) <input type="checkbox"/> ANY NON-OWNED AUTOMOBILE (6) <input type="checkbox"/>		

## I. COVERAGE F — AUTOMOBILE MEDICAL PAYMENTS

The Company will pay all reasonable medical expense incurred within one year from the date of the accident;

Division 1, to or for each person who sustains bodily injury, caused by accident, while occupying a designated automobile which is being used by a person for whom bodily injury liability insurance is afforded under this policy with respect to such use;

Division 2, to or for each insured who sustains bodily injury, caused by accident, while occupying or, while a pedestrian, through being struck by a highway vehicle.

### Exclusions

This insurance does not apply:

- (a) to bodily injury to any person or insured while employed or otherwise engaged in duties in connection with an automobile business, if benefits therefor are in whole or in part either payable or required to be provided under any workmen's compensation law;
- (b) to bodily injury due to war, whether or not declared, civil war, insurrection, rebellion or revolution, or to any act or condition incident to any of the foregoing;
- (c) under Division 1, to bodily injury to any employee of the named insured arising out of and in the course of employment by the named insured, but this exclusion does not apply to any such bodily injury arising out of and in the course of domestic employment by the named insured unless benefits therefor are in whole or in part either payable or required to be provided under any workmen's compensation law;
- (d) under Division 2, to bodily injury sustained while occupying a highway vehicle owned by any insured, or furnished for the regular use of any insured, by any person or organization other than the named insured.

## II. PERSONS INSURED — DIVISION 2

Each of the following is an insured under this insurance to the extent set forth below:

- (a) any person designated as insured in the schedule;
  - (b) while residents of the same household as such designated person, his spouse and the relatives of either;
- and if such designated person shall die, any person who was an insured at the time of such death shall continue to be an insured.

## III. LIMIT OF LIABILITY

Regardless of the number of (1) persons or organizations who are insureds under this policy, (2) persons who sustain bodily injury, (3) claims made or suits brought on account of bodily injury or (4) designated automobiles to which this policy applies, the limit of liability for medical payments stated in the schedule as applicable to "each person" is the limit of the Company's liability for all expenses incurred by or on behalf of each person who sustains bodily injury as the result of any one accident.

When more than one medical payments coverage afforded by this policy applies to the loss, the Company shall not be liable for more than the amount of the highest applicable limit of liability.

## IV. ADDITIONAL DEFINITIONS

The additional definitions applicable to automobile bodily injury liability insurance also apply to this insurance; and when used in reference to this insurance (including endorsements forming a part of the policy):

"designated automobile" means an automobile designated in the schedule and includes:

- (a) an automobile not owned by the named insured while temporarily used as a substitute for an owned automobile designated in the schedule when withdrawn from normal use for servicing or repair or because of its breakdown, loss or destruction; and
- (b) a trailer designed for use with a private passenger automobile, if not being used for business purposes with another type automobile and if not a home, office, store, display or passenger trailer;

(Continued on Reverse Side)

POLICY NUMBER	INSURED	EFFECTIVE
LC 264 81 39		
FIREMAN'S FUND INSURANCE COMPANY THE AMERICAN INSURANCE COMPANY NATIONAL SURETY CORPORATION ASSOCIATED INDEMNITY CORPORATION AMERICAN AUTOMOBILE INSURANCE COMPANY		PRODUCER
<i>Myron A. Baine</i> PRESIDENT		COUNTERSIGNATURE OF AUTHORIZED AGENT

100803-8-74

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(Continued from Obverse Side)

"highway vehicle" means a land motor vehicle or trailer other than

- (a) a farm type tractor or other equipment designed for use principally off public roads, while not upon public roads,
- (b) a vehicle operated on rails or crawler-tracks, or
- (c) a vehicle while located for use as a residence or premises;

"medical expense" means expenses for necessary medical, surgical, x-ray and dental services, including prosthetic devices, and necessary ambulance, hospital, professional nursing and funeral services;

"occupying" means in or upon or entering into or alighting from.

#### V. POLICY PERIOD; TERRITORY

This insurance applies only to accidents which occur during the policy period within the territory described in paragraph (1) or (2) of the definition of policy territory.

#### VI. ADDITIONAL CONDITIONS

##### A. Medical Reports; Proof and Payment of Claim

As soon as practicable the injured person or someone on his behalf shall give to the Company written proof of claim, under oath if required, and shall, after each request from the Company, execute authorization to enable the Company to obtain medical reports and copies of records. The injured person shall submit to physical examination by physicians selected by the Company when and as often as the Company may reasonably require. The Company may pay the injured person or any person or organization rendering the services and such payment shall reduce the amount payable hereunder for such injury. Payment hereunder shall not constitute an admission of liability of any person or, except hereunder, of the Company.

##### B. Excess Insurance

Except with respect to an owned automobile, the insurance under Division 1 shall be excess insurance over any other valid and collectible automobile medical payments or automobile medical expense insurance. The insurance under Division 2 shall be excess insurance over any other valid and collectible automobile medical payments or automobile medical expense insurance available to the insured under any other policy.

##### C. Non-Applicability of Subrogation Condition

The Subrogation Condition does not apply to the Automobile Medical Payments Coverage.

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**MEXICO MOTORISTS — SPECIAL ADDITIONAL PROVISION**

**WARNING**

Unless you have automobile insurance written by a Mexican insurance company, you may spend many hours or days in jail, if you have an accident in Mexico. Insurance coverage should be secured from a company licensed under the laws of Mexico to write such insurance in order to avoid complications and some other penalties possible under the laws of Mexico, including the possible impoundment of your automobile.

**FIREMAN'S FUND INSURANCE COMPANY  
THE AMERICAN INSURANCE COMPANY  
NATIONAL SURETY CORPORATION  
ASSOCIATED INDEMNITY CORPORATION  
AMERICAN AUTOMOBILE INSURANCE COMPANY**

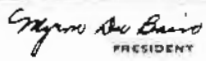
71-K

*Gregorio Du Buisson*

**PRESIDENT**

100255-10.67

SCHEDULE OF AUTOMOBILES AND COVERAGE										SHEET NUMBER
THE INSURANCE AFFORDED HEREUNDER IS ONLY WITH RESPECT TO SUCH AND SO MANY OF THE FOLLOWING COVERAGES AS ARE INDICATED BY SPECIFIC PREMIUM CHARGE OR CHARGES. THE LIMIT OF THE COMPANY'S LIABILITY AGAINST BODILY INJURY, PROPERTY DAMAGE, MEDICAL PAYMENTS AND UNINSURED MOTORISTS, COVERAGES SHALL BE AS STATED ON THE DECLARATIONS PAGE OR IN THE SCHEDULE OF THE APPLICABLE COVERAGE PART OF THE POLICY SUBJECT TO ALL THE TERMS OF THE POLICY HAVING REFERENCE THERETO. THE LIMIT OF THE COMPANY'S LIABILITY AGAINST COMPREHENSIVE, FIRE, THEFT, COMBINED ADDITIONAL AND COLLISION COVERAGES SHALL BE AS STATED HEREIN SUBJECT TO ALL THE TERMS OF THE POLICY HAVING REFERENCE THERETO. THE EXPRESSION "A.C.V." AS USED HEREIN SHALL MEAN ACTUAL CASH VALUE.										
ITEM NO.	MODEL YEAR, TRADE NAME AND BODY TYPE: TRUCK SIZE OR BUS SEATING CAPACITY	MOTOR, SERIAL OR IDENTIFICATION NUMBER	TOWN OR CITY AND STATE IN WHICH THE AUTOMOBILE WILL BE PRINCIPALLY GARAGED (STATE AND TERRITORY CODE)	COST NEW	AGE GROUP	LIMITS OF LIABILITY—PHYSICAL DAMAGE				
						COMPREHENSIVE	COLLISION	FIRE	THEFT	COMBINED ADD'L COVERAGE
1	76 Buick Regal	0110	82	6,200	3	50.	200.			
2	77 Mercury Marquis	9706	82	8,300	2	50.	200.			
3	77 Olds Cutlass	3689	82	6,400	2	50.	200.			
4	76 Opel 2 Dr.	3631	82	4,800	3	50.	200.			
5	76 Jaguar XJS	2287	82	15,000	3	50.	200.			
6	69 GMC Stake Truck	3872	82	3,600	6	100.	250.			
7	61 Diamond Tractor	3172	82	11,000	6	100.	250.			
8	61 Advance Tanker Trailer	0752	82	3,600	6	100.	250.			
9	60 Kenworth Tractor	2887	82	11,500	6	100.	250.			
10	59 Fruehauf Trailer	4421	82	2,001	6	100.	250.			
11	71 Ford Tractor	2400	82	10,800	6	100.	250.			
12	58 Fruehauf Trailer	4996	82	3,001	6	100.	250.			
13	74 Ford Tractor	0794	82	18,300	5	100.	250.			

ITEM NO.	PREMIUMS										I.I.N.	COMMERCIAL AUTOMOBILES					PRIVATE PASSENGER AUTOMOBILES
	BODILY INJURY	PROPERTY DAMAGE	MEDICAL PAYMENTS	PERSONAL INJ. PROT.	COMPREHENSIVE	COLLISION	FIRE	THEFT	COMBINED ADD'L COV.	UNINSURED MOTORISTS		PRIMARY CLASS	SECONDARY CLASS	INDUSTRY CLASS	STATE OF PRIN. GAR.	ZONE COMBINATION CODE	
1	362.	100.	36.		76.	180.				30.							199800
2	362.	100.	36.		94.	207.				30.							199800
3	362.	100.	36.		76.	180.				30.							199800
4	362.	100.	36.		55.	152.				30.							199800
5	362.	100.	36.		280.	257.				30.							199800
6	676.	195.	--		32.	94.				--		234	1	00			
7	942.	273.	--		99.	461.				--		504	1	00			
8	75.	21.	--		26.	75.				--		684	9	00			
9	942.	273.	--		99.	461.				--		504	1	00			
10	75.	21.	--		17.	46.				--		684	9	00			
11	867.	251.	--		112.	510.				--		364	1	00			
12	75.	21.	--		26.	75.				--		684	9	00			
13	867.	251.	--		136.	628.				--		364	1	00			
POLICY NUMBER		INSURED				EFFECTIVE				PRODUCER							
LC 264 81 39																	
FIREMAN'S FUND INSURANCE COMPANY THE AMERICAN INSURANCE COMPANY NATIONAL SURETY CORPORATION		AMERICAN AUTOMOBILE INSURANCE COMPANY ASSOCIATED INDEMNITY CORPORATION				 PRESIDENT				COUNTERSIGNATURE OF AUTHORIZED AGENT							

SCHEDULE OF AUTOMOBILES AND COVERAGE											SHEET NUMBER
<small>THE INSURANCE AFFORDED HEREUNDER IS ONLY WITH RESPECT TO SUCH AND SO MANY OF THE FOLLOWING COVERAGES AS ARE INDICATED BY SPECIFIC PREMIUM CHARGE OR CHARGES. THE LIMIT OF THE COMPANY'S LIABILITY AGAINST BODILY INJURY, PROPERTY DAMAGE, MEDICAL PAYMENTS AND UNINSURED MOTORISTS, COVERAGES SHALL BE AS STATED ON THE DECLARATION PAGE OR IN THE SCHEDULE OF THE APPLICABLE COVERAGE PART OF THE POLICY SUBJECT TO ALL THE TERMS OF THE POLICY HAVING REFERENCE THERETO. THE LIMIT OF THE COMPANY'S LIABILITY AGAINST COMPREHENSIVE, FIRE, THEFT, COMBINED ADDITIONAL AND COLLISION COVERAGES SHALL BE AS STATED HEREIN SUBJECT TO ALL THE TERMS OF THE POLICY HAVING REFERENCE THERETO. THE EXPRESSION "A.C.V." AS USED HEREIN SHALL MEAN ACTUAL CASH VALUE.</small>											
ITEM NO.	MODEL YEAR, TRADE NAME AND BODY TYPE, TRUCK SIZE OR BUS SEATING CAPACITY	MOTOR SERIAL OR IDENTIFICATION NUMBER	TOWN OR CITY AND STATE IN WHICH THE AUTOMOBILE WILL BE PRINCIPALLY GARAGED (STATE AND TERRITORY CODE)	COST NEW	AGE GROUP	LIMITS OF LIABILITY—PHYSICAL DAMAGE					COMBINED ADDL. COVERAGE
						COMPREHENSIVE	COLLISION	FIRE	THEFT		
14	61 Beil Bulk Trailer	5971	82	11,500	6	100.	250.				
15	75 Clark Fork Lift	2850	82	2,800	4	100.	250.				
7000											

ITEM NO.	PREMIUMS										TOWING			I.E.N.	COMMERCIAL AUTOMOBILES					PRIVATE PASSENGER AUTOMOBILES
	BODILY INJURY	PROPERTY DAMAGE	MEDICAL PAYMENTS	PERSONAL INJ. PROT.	COMPREHENSIVE	COLLISION	FIRE	THEFT	COMBINED ADDL. COV. MOTORISTS	UNINSURED MOTORISTS					PRIMARY CLASS	SECONDARY CLASS	INDUSTRY CLASS	STATE OF PRIN. CAR.	ZONE COMB. NATION CODE	
14	75.	21.	--		103.	293.				--				684	9	00				
15	356.	104.	--		33.	102.				--				790	6	00				
	6,760.	1,932.	180.		1,184.	3,721.				150.										
Total \$13,927. (Incl.)																				
REDACTED Automobile Liability Commercial Vehicles excluding Private Passenger Types \$2,918. (Incl.)																				

POLICY NUMBER		INSURED		EFFECTIVE		PRODUCER	
LC 264 81 39							
FIREMAN'S FUND INSURANCE COMPANY THE AMERICAN INSURANCE COMPANY NATIONAL SURETY CORPORATION		AMERICAN AUTOMOBILE INSURANCE COMPANY ASSOCIATED INDEMNITY CORPORATION		<i>Myron B. Davis</i> PRESIDENT		COUNTERSIGNATURE OF AUTHORIZED AGENT	



3342982168

LOSS PAYABLE CLAUSE

Loss or damage, if any, under the policy shall be payable as interest may appear to the Lienholder as shown below and this insurance as to the interest of the Bailment Lessor, Conditional Vendor, Mortgagee or other secured party or Assignee of Bailment Lessor, Conditional Vendor, Mortgagee or other secured party (herein called the Lienholder) shall not be invalidated by any act or neglect of the Lessee, Mortgagor, Owner of the within described automobile or other Debtor nor by any change in the title or ownership of the property; provided however, that the conversion, embezzlement or secretion by the Lessee, Mortgagor, Purchaser or other Debtor in possession of the property insured under a bailment lease, conditional sale, mortgage or other security agreement is not covered under such policy, unless specifically insured against and premium paid therefor; and provided, also, that in case the Lessee, Mortgagor, Owner or other Debtor shall neglect to pay any premium due under such policy the Lienholder shall, on demand, pay the same.

Provided also, that the Lienholder shall notify the Company of any change of ownership or increase of hazard which shall come to the knowledge of said Lienholder and, unless permitted by such policy, it shall be noted thereon and the Lienholder shall, on demand, pay the premium for such increased hazard for the term of the use thereof; otherwise such policy shall be null and void.

The Company reserves the right to cancel such policy at any time as provided by its terms, but in such case the Company shall notify the Lienholder when not less than ten days thereafter such cancellation shall be effective as to the interest of said Lienholder therein and the Company shall have the right, on like notice, to cancel this agreement.

If the insured fails to render proof of loss within the time granted in the policy conditions, such Lienholder shall do so within sixty days thereafter, in form and manner as provided by the policy, and further, shall be subject to the provisions of the policy relating to appraisal and time of payment and of bringing suit.

Whenever the Company shall pay the Lienholder any sum for loss or damage under such policy and shall claim that, as to the Lessee, Mortgagor, Owner or other Debtor, no liability therefor existed, the Company shall, to the extent of such payment, be thereupon legally subrogated to all the rights of the party to whom such payment shall be made, under all securities held as collateral to the debt, or may at its option, pay to the Lienholder the whole principal due or to grow due on the mortgage or other security agreement with interest, and shall thereupon receive a full assignment and transfer of the mortgage or other security agreement and of all such other securities; but no subrogation shall impair the right of the Lienholder to recover the full amount of its claim.

Whenever a payment of any nature becomes due under the policy, separate payment may be made to each party at interest provided the Company protects the equity of all parties.

Nothing herein contained shall be held to vary, alter, waive or extend any of the terms, conditions, agreements or limitations of such policy, other than as above stated.

LIENHOLDER		
NAME		ADDRESS
POLICY NUMBER	INSURED	EFFECTIVE
FIREMAN'S FUND INSURANCE COMPANY THE AMERICAN INSURANCE COMPANY NATIONAL SURETY CORPORATION ASSOCIATED INDEMNITY CORPORATION AMERICAN AUTOMOBILE INSURANCE COMPANY		PRODUCER
<i>Myron New Bond</i> PRESIDENT		COUNTERSIGNATURE OF AUTHORIZED AGENT
70-X		

100004-8-64

CCNY

**LOSS PAYABLE CLAUSE**  
(Optional—Pacific Coast Form)

NAME AND ADDRESS OF LOSS PAYEE	REFERENCE TO "PROPERTY" IN THIS ENDORSEMENT MEANS: (SCHEDULE, ITEM NUMBER, ETC.)
Bank of America 1840 Long Beach Blvd. Long Beach, CA 90806	1976 Buick Regal #0110 1977 Mercury Marquis Brougham Cpe. #9706 1977 Oldsmobile Cutlass Supreme #3689 1976 Jaguar XJS Coupe #2287

With respect to the interest of the Lienholder named as Loss Payee above, its successors and assigns, (hereinafter called the Lienholder) in its capacity as conditional Vendor or Mortgagee or otherwise, in the property insured under this policy, this Company hereby agrees as follows:

1. Loss or damage, if any, to the property described in this policy shall be payable firstly to the Lienholder and secondly to the insured, as their interests may appear, provided nevertheless that upon demand by the Lienholder upon the Company for separate settlement the amount of said loss shall be paid directly to the Lienholder to the extent of its interest and the balance, if any, shall be payable to the insured.
2. The insurance under this policy as to the interest only of the Lienholder shall not be impaired in any way by any change in the title or ownership of the property or by any breach of warranty or condition of the policy, or by any omission or neglect, or by the performance of any act in violation of any terms or conditions of the policy or because of the failure to perform any act required by the terms or conditions of the policy or because of the subjection of the property to any conditions, use or operation not permitted by the policy or because of any false statement concerning this policy or the subject thereof, by the insured or the insured's employees, agents or representatives; whether occurring before or after the attachment of this agreement, or whether before or after the loss; PROVIDED, however, that the wrongful conversion, embezzlement or secretion by the Purchaser, Mortgagee, or Lessee in possession of the insured property under mortgage, conditional sale contract, lease agreement, or other contract is not covered under this policy, unless specifically insured against and premium paid therefor.
3. In the event of failure of the insured to pay any premium or additional premium which shall be or become due under the terms of this policy, this Company agrees to give written notice to the Lienholder of such non-payment of premium after sixty (60) days from and within one hundred and twenty (120) days after due date of such premium and it is a condition of the continuance of the rights of the Lienholder hereunder that the Lienholder when so notified in writing by this Company of the failure of the insured to pay such premium shall pay or cause to be paid the premium due within ten (10) days following receipt of the Company's demand in writing therefor. If the Lienholder shall decline to pay said premium or additional premium, the rights of the Lienholder under this Automobile Loss Payable Endorsement shall not be terminated before ten (10) days after receipt of said written notice by the Lienholder.
4. If the Company elects to cancel this policy in whole or in part for non-payment of premium, or for any other reason, the Company will forward a copy of the cancellation notice to the Lienholder at its office specified hereinafter concurrently with the sending of notice to the insured but in such case this policy shall continue in force for the benefit of the Lienholder only for ten (10) days after written notice of such cancellation is received by the Lienholder. In no event, as to the interest only of the Lienholder, shall cancellation of any insurance under this policy covering the property described in the policy be effected at the request of the insured before ten (10) days after written notice of request for cancellation shall have been given to the Lienholder by the Company. In the event of cancellation of this policy the unearned premium shall be paid to the Lienholder, provided the said Lienholder has advanced the premium.
5. If there be any other insurance upon the within-described property, this Company shall be liable under this policy as to the Lienholder only for the proportion of such loss or damage that the sum hereby insured bears to the whole amount of valid and collectible insurance of similar character on said property under policies held by, payable to and expressly consented to by the Lienholder; and to the extent of payment so made this Company shall be subrogated (pro rata with all other insurers contributing to said payment) to all of the Lienholder's rights of contribution under said other insurance.
6. Whenever this Company shall pay to the Lienholder any sum for loss or damage under this policy and shall claim that as to the insured no liability therefor exists, this Company at its option, may pay to the Lienholder the whole principal sum and interest due or to become due from the insured on the obligation secured by the property insured under this policy, (with refund of all interest not accrued), and this Company shall thereupon receive a full assignment and transfer, without recourse, of said obligation and the security held as collateral thereto; but no subrogation shall impair the right of the Lienholder to recover the full amount of its claim.
7. The coverage granted under this policy shall continue in full force and effect as to the interest of the Lienholder only, for a period of ten (10) days after expiration of said policy unless an acceptable policy in renewal thereof with loss thereunder payable to the Lienholder in accordance with the terms of this Automobile Loss Payable Endorsement shall have been issued by some insurance company and accepted by the Lienholder. In the event of a loss not otherwise covered during the extended ten (10) day period herein referred to, an annual policy covering the same hazards to the property insured under the original policy shall be issued and accepted by the Lienholder and Mortgagee.
8. Should the ownership and right of possession of any of the property covered under this policy become vested in the Lienholder or its agent, this policy shall continue for the term thereof for the benefit of the Lienholder (with all incidents of ownership of the policy) but, in such event, Paragraphs two (2), five (5) and six (6) of this Automobile Loss Payable Endorsement shall no longer apply; provided, nevertheless, all privileges and endorsements which, by reason of the printed conditions of this policy, are or may be necessary to maintain the validity of the contract are hereby granted for a period of thirty (30) days and all notices likewise required to be given to the Company by the insured are hereby waived for a period of thirty (30) days with the exception of requirements applying at the time, of or subsequent to a loss.
9. All notices herein provided to be given by the Company to the Lienholder in connection with this policy and this Automobile Loss Payable Endorsement shall be mailed to or delivered to the Lienholder at the address of its office or branch shown in this endorsement.

POLICY NUMBER	INSURED	EFFECTIVE
LC 264 81 39		
FIREMAN'S FUND INSURANCE COMPANY THE AMERICAN INSURANCE COMPANY NATIONAL SURETY CORPORATION ASSOCIATED INDEMNITY CORPORATION AMERICAN AUTOMOBILE INSURANCE COMPANY		PRODUCER
<i>Myron R. Brown</i> PRESIDENT		COUNTERSIGNATURE OF AUTHORIZED AGENT
70-X		

160012-12-67

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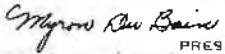


**LOSS PAYABLE CLAUSE**  
(Optional — Pacific Coast Form)

<b>NAME AND ADDRESS OF LOSS PAYEE</b>  <b>Homes Bank</b> <b>15625 S. Lakewood Blvd.</b> <b>Paramount, CA 90723</b>	<b>REFERENCE TO "PROPERTY" IN THIS ENDORSEMENT MEANS:</b> (SCHEDULE, ITEM NUMBER, ETC.) <b>1961 Advance Tanker Trailer #0752</b>
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With respect to the interest of the Lienholder named as Loss Payee above, its successors and assigns, (hereinafter called the Lienholder) in its capacity as conditional Vendor or Mortgagee or otherwise, in the property insured under this policy, this Company hereby agrees as follows:

1. Loss or damage, if any, to the property described in this policy shall be payable firstly to the Lienholder and secondly to the insured, as their interests may appear, provided nevertheless that upon demand by the Lienholder upon the Company for separate settlement the amount of said loss shall be paid directly to the Lienholder to the extent of its interest and the balance, if any, shall be payable to the insured.
2. The insurance under this policy as to the interest only of the Lienholder shall not be impaired in any way by any change in the title or ownership of the property or by any breach of warranty or condition of the policy, or by any omission or neglect, or by the performance of any act in violation of any terms or conditions of the policy or because of the failure to perform any act required by the terms or conditions of the policy or because of the subjection of the property to any conditions, use or operation not permitted by the policy or because of any false statement concerning this policy or the subject thereof, by the insured or the insured's employees, agents or representatives; whether occurring before or after the attachment of this agreement, or whether before or after the loss; PROVIDED, however, that the wrongful conversion, embezzlement or secretion by the Purchaser, Mortgagee, or Lessee in possession of the insured property under mortgage, conditional sale contract, lease agreement, or other contract is not covered under this policy, unless specifically insured against and premium paid therefor.
3. In the event of failure of the insured to pay any premium or additional premium which shall be or become due under the terms of this policy, this Company agrees to give written notice to the Lienholder of such non-payment of premium after sixty (60) days from and within one hundred and twenty (120) days after due date of such premium and it is a condition of the continuance of the rights of the Lienholder hereunder that the Lienholder when so notified in writing by this Company of the failure of the insured to pay such premium shall pay or cause to be paid the premium due within ten (10) days following receipt of the Company's demand in writing therefor. If the Lienholder shall decline to pay said premium or additional premium, the rights of the Lienholder under this Automobile Loss Payable Endorsement shall not be terminated before ten (10) days after receipt of said written notice by the Lienholder.
4. If the Company elects to cancel this policy in whole or in part for non-payment of premium, or for any other reason, the Company will forward a copy of the cancellation notice to the Lienholder at its office specified hereinafter concurrently with the sending of notice to the insured but in such case this policy shall continue in force for the benefit of the Lienholder only for ten (10) days after written notice of such cancellation is received by the Lienholder. In no event, as to the interest only of the Lienholder, shall cancellation of any insurance under this policy covering the property described in the policy be effected at the request of the insured before ten (10) days after written notice of request for cancellation shall have been given to the Lienholder by the Company. In the event of cancellation of this policy the unearned premium shall be paid to the Lienholder, provided the said Lienholder has advanced the premium.
5. If there be any other insurance upon the within-described property, this Company shall be liable under this policy as to the Lienholder only for the proportion of such loss or damage that the sum hereby insured bears to the whole amount of valid and collectible insurance of similar character on said property under policies held by, payable to and expressly consented to by the Lienholder, and to the extent of payment so made this Company shall be subrogated (pro rata with all other insurers contributing to said payment) to all of the Lienholder's rights of contribution under said other insurance.
6. Whenever this Company shall pay to the Lienholder any sum for loss or damage under this policy and shall claim that as to the insured no liability therefor exists, this Company at its option, may pay to the Lienholder the whole principal sum and interest due or to become due from the insured on the obligation secured by the property insured under this policy, (with refund of all interest not accrued), and this Company shall thereupon receive a full assignment and transfer, without recourse, of said obligation and the security held as collateral thereto; but no subrogation shall impair the right of the Lienholder to recover the full amount of its claim.
7. The coverage granted under this policy shall continue in full force and effect as to the interest of the Lienholder only, for a period of ten (10) days after expiration of said policy unless an acceptable policy in renewal thereof with loss thereunder payable to the Lienholder in accordance with the terms of this Automobile Loss Payable Endorsement shall have been issued by some insurance company and accepted by the Lienholder. In the event of a loss not otherwise covered during the extended ten (10) day period herein referred to, an annual policy covering the same hazards to the property insured under the original policy shall be issued and accepted by the Lienholder and Mortgagee.
8. Should the ownership and right of possession of any of the property covered under this policy become vested in the Lienholder or its agent, this policy shall continue for the term thereof for the benefit of the Lienholder (with all incidents of ownership of the policy) but, in such event, Paragraphs two (2), five (5) and six (6) of this Automobile Loss Payable Endorsement shall no longer apply; provided, nevertheless, all privileges and endorsements which, by reason of the printed conditions of this policy, are or may be necessary to maintain the validity of the contract are hereby granted for a period of thirty (30) days and all notices likewise required to be given to the Company by the insured are hereby waived for a period of thirty (30) days with the exception of requirements applying at the time of or subsequent to a loss.
9. All notices herein provided to be given by the Company to the Lienholder in connection with this policy and this Automobile Loss Payable Endorsement shall be mailed to or delivered to the Lienholder at the address of its office or branch shown in this endorsement.

<b>POLICY NUMBER</b>  <b>LC 264 81 39</b>	<b>INSURED</b>  <b>FIREMAN'S FUND INSURANCE COMPANY</b> <b>THE AMERICAN INSURANCE COMPANY</b> <b>NATIONAL SURETY CORPORATION</b> <b>ASSOCIATED INDEMNITY CORPORATION</b> <b>AMERICAN AUTOMOBILE INSURANCE COMPANY</b>	<b>EFFECTIVE</b>  <b>PRODUCER</b>  <b>COUNTERSIGNATURE OF AUTHORIZED AGENT</b>
<div style="text-align: center;"> <b>PRESIDENT</b></div>		<b>TO X</b>

180012-12-67

FFIC0050796

FFIC\_EPA\_0000020

**LOSS PAYABLE CLAUSE**  
(Optional — Pacific Coast Form)

<p align="center">NAME AND ADDRESS OF LOSS PAYEE</p> <p><b>United California Bank</b>  <b>8737 E. Washington Blvd.</b>  <b>Pico Rivera, CA 90660</b></p>	<p align="center">REFERENCE TO "PROPERTY" IN THIS ENDORSEMENT MEANS:          (SCHEDULE, ITEM NUMBER, ETC.)</p> <p><b>61 Hail Bulk Trailer #3971</b></p>
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With respect to the interest of the Lienholder named as Loss Payee above, its successors and assigns, (hereinafter called the Lienholder) in its capacity as conditional Vendor or Mortgagee or otherwise, in the property insured under this policy, this Company hereby agrees as follows:

1. Loss or damage, if any, to the property described in this policy shall be payable firstly to the Lienholder and secondly to the insured, as their interests may appear, provided nevertheless that upon demand by the Lienholder upon the Company for separate settlement the amount of said loss shall be paid directly to the Lienholder to the extent of its interest and the balance, if any, shall be payable to the insured.
2. The insurance under this policy as to the interest only of the Lienholder shall not be impaired in any way by any change in the title or ownership of the property or by any breach of warranty or condition of the policy, or by any omission or neglect, or by the performance of any act in violation of any terms or conditions of the policy or because of the failure to perform any act required by the terms or conditions of the policy or because of the subjection of the property to any conditions, use or operation not permitted by the policy or because of any false statement concerning this policy or the subject thereof, by the insured or the insured's employees, agents or representatives; whether occurring before or after the attachment of this agreement, or whether before or after the loss; PROVIDED, however, that the wrongful conversion, embezzlement or secretion by the Purchaser, Mortgagee, or Lessee in possession of the insured property under mortgage, conditional sale contract, lease agreement, or other contract is not covered under this policy, unless specifically insured against and premium paid therefor.
3. In the event of failure of the insured to pay any premium or additional premium which shall be or become due under the terms of this policy, this Company agrees to give written notice to the Lienholder of such non-payment of premium after sixty (60) days from and within one hundred and twenty (120) days after due date of such premium and it is a condition of the continuance of the rights of the Lienholder hereunder that the Lienholder when so notified in writing by this Company of the failure of the insured to pay such premium shall pay or cause to be paid the premium due within ten (10) days following receipt of the Company's demand in writing therefor. If the Lienholder shall decline to pay said premium or additional premium, the rights of the Lienholder under this Automobile Loss Payable Endorsement shall not be terminated before ten (10) days after receipt of said written notice by the Lienholder.
4. If the Company elects to cancel this policy in whole or in part for non-payment of premium, or for any other reason, the Company will forward a copy of the cancellation notice to the Lienholder at its office specified hereinafter concurrently with the sending of notice to the insured but in such case this policy shall continue in force for the benefit of the Lienholder only for ten (10) days after written notice of such cancellation is received by the Lienholder. In no event, as to the interest only of the Lienholder, shall cancellation of any insurance under this policy covering the property described in the policy be effected at the request of the insured before ten (10) days after written notice of request for cancellation shall have been given to the Lienholder by the Company. In the event of cancellation of this policy the unearned premium shall be paid to the Lienholder, provided the said Lienholder has advanced the premium.
5. If there be any other insurance upon the within-described property, this Company shall be liable under this policy as to the Lienholder only for the proportion of such loss or damage that the sum hereby insured bears to the whole amount of valid and collectible insurance of similar character on said property under policies held by, payable to and expressly consented to by the Lienholder, and to the extent of payment so made this Company shall be subrogated (pro rata with all other insurers contributing to said payment) to all of the Lienholder's rights of contribution under said other insurance.
6. Whenever this Company shall pay to the Lienholder any sum for loss or damage under this policy and shall claim that as to the insured no liability therefor exists, this Company at its option, may pay to the Lienholder the whole principal sum and interest due or to become due from the insured on the obligation secured by the property insured under this policy, (with refund of all interest not accrued), and this Company shall thereupon receive a full assignment and transfer, without recourse, of said obligation and the security held as collateral thereto; but no subrogation shall impair the right of the Lienholder to recover the full amount of its claim.
7. The coverage granted under this policy shall continue in full force and effect as to the interest of the Lienholder only, for a period of ten (10) days after expiration of said policy unless an acceptable policy in renewal thereof with loss thereunder payable to the Lienholder in accordance with the terms of this Automobile Loss Payable Endorsement shall have been issued by some insurance company and accepted by the Lienholder. In the event of a loss not otherwise covered during the extended ten (10) day period herein referred to, an annual policy covering the same hazards to the property insured under the original policy shall be issued and accepted by the Lienholder and Mortgagee.
8. Should the ownership and right of possession of any of the property covered under this policy become vested in the Lienholder or its agent, this policy shall continue for the term thereof for the benefit of the Lienholder (with all incidents of ownership of the policy) but, in such event, Paragraphs two (2), five (5) and six (6) of this Automobile Loss Payable Endorsement shall no longer apply; provided, nevertheless, all privileges and endorsements which, by reason of the printed conditions of this policy, are or may be necessary to maintain the validity of the contract are hereby granted for a period of thirty (30) days and all notices likewise required to be given to the Company by the insured are hereby waived for a period of thirty (30) days with the exception of requirements applying at the time, or of subsequent to a loss.
9. All notices herein provided to be given by the Company to the Lienholder in connection with this policy and this Automobile Loss Payable Endorsement shall be mailed to or delivered to the Lienholder at the address of its office or branch shown in this endorsement.

<p>POLICY NUMBER</p> <p><b>LC 264 81 39</b></p>	<p>INSURED</p>	<p>EFFECTIVE</p>
<p><b>FIREMAN'S FUND INSURANCE COMPANY</b>  <b>THE AMERICAN INSURANCE COMPANY</b>  <b>NATIONAL SURETY CORPORATION</b>  <b>ASSOCIATED INDEMNITY CORPORATION</b>  <b>AMERICAN AUTOMOBILE INSURANCE COMPANY</b></p> <p><i>Myron R. Baird</i>          PRESIDENT</p>		<p>PRODUCER</p> <hr/> <p>COUNTERSIGNATURE OF AUTHORIZED AGENT</p>

180012-12-67

FFIC0050797

FFIC\_EPA\_0000021



**LOSS PAYABLE CLAUSE**  
(Optional — Pacific Coast Form)

<p align="center">NAME AND ADDRESS OF LOSS PAYEE</p> <p><b>Barclay's Bank</b> 1025 E. Orangethorpe Ave Anaheim, CA 92801</p>	<p align="center">REFERENCE TO "PROPERTY" IN THIS ENDORSEMENT MEANS: (SCHEDULE, ITEM NUMBER, ETC.)</p> <p><b>1971 Ford Tractor #2400</b></p>
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With respect to the interest of the Lienholder named as Loss Payee above, its successors and assigns, (hereinafter called the Lienholder) in its capacity as conditional Vendor or Mortgagee or otherwise, in the property insured under this policy, this Company hereby agrees as follows:

1. Loss or damage, if any, to the property described in this policy shall be payable firstly to the Lienholder and secondly to the insured, as their interests may appear, provided nevertheless that upon demand by the Lienholder upon the Company for separate settlement the amount of said loss shall be paid directly to the Lienholder to the extent of its interest and the balance, if any, shall be payable to the insured.
2. The insurance under this policy as to the interest only of the Lienholder shall not be impaired in any way by any change in the title or ownership of the property or by any breach of warranty or condition of the policy, or by any omission or neglect, or by the performance of any act in violation of any terms or conditions of the policy or because of the failure to perform any act required by the terms or conditions of the policy or because of the subjection of the property to any conditions, use or operation not permitted by the policy or because of any false statement concerning this policy or the subject thereof, by the insured or the insured's employees, agents or representatives; whether occurring before or after the attachment of this agreement, or whether before or after the loss; PROVIDED, however, that the wrongful conversion, embezzlement or secretion by the Purchaser, Mortgagee, or Lessee in possession of the insured property under mortgage, conditional sale contract, lease agreement, or other contract is not covered under this policy, unless specifically insured against and premium paid therefor.
3. In the event of failure of the insured to pay any premium or additional premium which shall be or become due under the terms of this policy, this Company agrees to give written notice to the Lienholder of such non-payment of premium after sixty (60) days from and within one hundred and twenty (120) days after due date of such premium and it is a condition of the continuance of the rights of the Lienholder hereunder that the Lienholder when so notified in writing by this Company of the failure of the insured to pay such premium shall pay or cause to be paid the premium due within ten (10) days following receipt of the Company's demand in writing therefor. If the Lienholder shall decline to pay said premium or additional premium, the rights of the Lienholder under this Automobile Loss Payable Endorsement shall not be terminated before ten (10) days after receipt of said written notice by the Lienholder.
4. If the Company elects to cancel this policy in whole or in part for non-payment of premium, or for any other reason, the Company will forward a copy of the cancellation notice to the Lienholder at its office specified hereinafter concurrently with the sending of notice to the insured but in such case this policy shall continue in force for the benefit of the Lienholder only for ten (10) days after written notice of such cancellation is received by the Lienholder. In no event, as to the interest only of the Lienholder, shall cancellation of any insurance under this policy covering the property described in the policy be effected at the request of the insured before ten (10) days after written notice of request for cancellation shall have been given to the Lienholder by the Company. In the event of cancellation of this policy the unearned premium shall be paid to the Lienholder, provided the said Lienholder has advanced the premium.
5. If there be any other insurance upon the within-described property, this Company shall be liable under this policy as to the Lienholder only for the proportion of such loss or damage that the sum hereby insured bears to the whole amount of valid and collectible insurance of similar character on said property under policies held by, payable to and expressly consented to by the Lienholder, and to the extent of payment so made this Company shall be subrogated (pro rata with all other insurers contributing to said payment) to all of the Lienholder's rights of contribution under said other insurance.
6. Whenever this Company shall pay to the Lienholder any sum for loss or damage under this policy and shall claim that as to the insured no liability therefor exists, this Company at its option, may pay to the Lienholder the whole principal sum and interest due or to become due from the insured on the obligation secured by the property insured under this policy, (with refund of all interest not accrued), and this Company shall thereupon receive a full assignment and transfer, without recourse, of said obligation and the security held as collateral thereto; but no subrogation shall impair the right of the Lienholder to recover the full amount of its claim.
7. The coverage granted under this policy shall continue in full force and effect as to the interest of the Lienholder only, for a period of ten (10) days after expiration of said policy unless an acceptable policy in renewal thereof with loss thereunder payable to the Lienholder in accordance with the terms of this Automobile Loss Payable Endorsement shall have been issued by some insurance company and accepted by the Lienholder. In the event of a loss not otherwise covered during the extended ten (10) day period herein referred to, an annual policy covering the same hazards to the property insured under the original policy shall be issued and accepted by the Lienholder and Mortgagee.
8. Should the ownership and right of possession of any of the property covered under this policy become vested in the Lienholder or its agent, this policy shall continue for the term thereof for the benefit of the Lienholder (with all incidents of ownership of the policy) but, in such event, Paragraphs two (2), five (5) and six (6) of this Automobile Loss Payable Endorsement shall no longer apply; provided, nevertheless, all privileges and endorsements which, by reason of the printed conditions of this policy, are or may be necessary to maintain the validity of the contract are hereby granted for a period of thirty (30) days and all notices likewise required to be given to the Company by the insured are hereby waived for a period of thirty (30) days with the exception of requirements applying at the time of or subsequent to a loss.
9. All notices herein provided to be given by the Company to the Lienholder in connection with this policy and this Automobile Loss Payable Endorsement shall be mailed to or delivered to the Lienholder at the address of its office or branch shown in this endorsement.

<p align="center">POLICY NUMBER</p> <p><b>LC 264 81 39</b></p>	<p align="center">INSURED</p>	<p align="center">EFFECTIVE</p>
<p align="center"> <b>FIREMAN'S FUND INSURANCE COMPANY</b>  <b>THE AMERICAN INSURANCE COMPANY</b>  <b>NATIONAL SURETY CORPORATION</b>  <b>ASSOCIATED INDEMNITY CORPORATION</b>  <b>AMERICAN AUTOMOBILE INSURANCE COMPANY</b> </p> <p align="center"><i>Myron R. Bain</i> PRESIDENT</p>		<p align="center">PRODUCER</p> <hr/> <p align="center">COUNTERSIGNATURE OF AUTHORIZED AGENT</p>

180012-12-87

FFIC0050798

FFIC\_EPA\_0000022



Automobile

**OUT-OF-STATE INSURANCE ENDORSEMENT**  
(A879a)

It is agreed that, subject to all the provisions of the policy except where modified herein, the following provision is added:

If, under the provisions of the motor vehicle financial responsibility law or the motor vehicle compulsory insurance law or any similar law of any state or province, a non-resident is required to maintain insurance with respect to the operation or use of a motor vehicle in such state or province and such insurance requirements are greater than the insurance provided by the policy, the limits of the Company's liability and the kinds of coverage afforded by the policy shall be as set forth in such law, in lieu of the insurance otherwise provided by the policy, but only to the extent required by such law and only with respect to the operation or use of a motor vehicle in such state or province; provided that the insurance under this provision shall be reduced to the extent that there is other valid and collectible insurance under this or any other motor vehicle insurance policy. In no event shall any person be entitled to receive duplicate payments for the same elements of loss.

FIREMAN'S FUND INSURANCE COMPANY  
THE AMERICAN INSURANCE COMPANY  
NATIONAL SURETY CORPORATION  
ASSOCIATED INDEMNITY CORPORATION  
AMERICAN AUTOMOBILE INSURANCE COMPANY

71-X

*Myron D. Davis*

PRESIDENT

100840-6-73

**FOREIGN CAR OR DISCONTINUED MAKE ENDORSEMENT**

It is understood and agreed that if in consequence the make and type of automobile insured hereunder is of FOREIGN MAKE or MANUFACTURE DISCONTINUED, it should, in event of loss or damage hereunder, be found impossible to readily replace the insured automobile or any part thereof with other of the same make and kind at reasonable cost in the usual way from purchasable stock, then the Company's liability for the cost of repairs and/or replacements hereunder shall not exceed the cost of such repair and/or replacements of automobiles of standard makes and similar type.

All other terms and conditions of this policy remaining unchanged.

FIREMAN'S FOND INSURANCE COMPANY  
THE AMERICAN INSURANCE COMPANY  
NATIONAL SURETY CORPORATION  
ASSOCIATED INDEMNITY CORPORATION  
AMERICAN AUTOMOBILE INSURANCE COMPANY

ST-X

*Wm. W. Davis*

PRESIDENT

100071-S-64

**COMPREHENSIVE COVERAGE — DEDUCTIBLE**

It is agreed that the first paragraph of the Comprehensive Coverage insuring agreement is replaced by the following:

To pay for loss caused other than by collision to the owned automobile or to a non-owned automobile but only for the amount of each such loss in excess of the deductible amount stated in the declarations as applicable hereto. For the purpose of this coverage, breakage of glass and loss caused by missiles, falling objects, fire, theft or larceny, explosion, earthquake, windstorm, hail, water, flood, malicious mischief or vandalism, riot or civil commotion, or colliding with a bird or animal, shall not be deemed to be loss caused by collision.

FIREMAN'S FUND INSURANCE COMPANY  
THE AMERICAN INSURANCE COMPANY  
NATIONAL SURETY CORPORATION  
ASSOCIATED INDEMNITY CORPORATION  
AMERICAN AUTOMOBILE INSURANCE COMPANY

71-K

*Myron De Bane*

PRESIDENT

101038-2-78



# LEASED CAR ENDORSEMENT

IT IS AGREED THAT THE AUTOMOBILE DESCRIBED BELOW OR DESIGNATED IN THE POLICY AS SUBJECT TO THIS ENDORSEMENT SHALL BE DEEMED TO BE OWNED BY THE NAMED INSURED WHILE HIRED BY THE NAMED INSURED UNDER LONG TERM CONTRACT. THE INSURANCE UNDER THE LIABILITY COVERAGES OF THE POLICY SHALL COVER AS AN INSURED THE OWNER OR LESSEE OF SUCH AUTOMOBILE, BUT ONLY AS A PERSON OR ORGANIZATION LEGALLY RESPONSIBLE FOR THE ACTUAL USE OF SUCH AUTOMOBILE BY AN INDIVIDUAL WHO IS OTHERWISE AN INSURED UNDER THE POLICY WITH RESPECT TO SUCH AUTOMOBILE.

DESCRIPTION OF AUTOMOBILE: 1977 Mercury Marquis Brougham Cps. #9706  
 1977 Oldsmobile Cutlass Supreme #3689  
 1976 Jaguar XJ6 Coupe #2287

LEASED FROM: Boulevard Leasing  
 1890 Long Beach Blvd.  
 Long Beach, CA 90806

POLICY NUMBER	INSURED	EFFECTIVE
LC 264 81 39		
FIREMAN'S FUND INSURANCE COMPANY THE AMERICAN INSURANCE COMPANY NATIONAL SURETY CORPORATION ASSOCIATED INDEMNITY CORPORATION AMERICAN AUTOMOBILE INSURANCE COMPANY  <i>Myron R. Davis</i> PRESIDENT	PRODUCER  COUNTERSIGNATURE OF AUTHORIZED AGENT	
	70-K	

100847-6-73

WOODLAND, CALIF. 91367

IT IS HEREBY UNDERSTOOD AND AGREED THAT  
THE NAMED INSURED IS AMENDED TO READ:

ANGELES CHEMICAL CO., INC., &  
STALLION TANK LINES, INC.

10/6/78/VT POLICY NUMBER	NO CHANGE IN PREMIUM	INSURED	ENDT. #1	EFFECTIVE
LC 264 81 29	ANGELES CHEMICAL CO., INC., ETAL			1/1/78
FIREMAN'S FUND INSURANCE COMPANY THE AMERICAN INSURANCE COMPANY NATIONAL SURETY CORPORATION ASSOCIATED INDEMNITY CORPORATION AMERICAN AUTOMOBILE INSURANCE COMPANY		PRODUCER		
<i>Myron Du Bain</i> PRESIDENT		MAX BEM & ASSOCIATES INC. COUNTERSIGNATURE OF AUTHORIZED AGENT		

150009-6-65 SETS

FFIC0050788

FFIC\_EPA\_0000027

WOODLAND HILLS B/O

IT IS HEREBY UNDERSTOOD AND AGREED THAT  
THE ID NUMBER OF AUTO #7, 1961 DIAMOND  
TRACTOR, IS AMENDED TO READ:

922PIN0026.

10/6/78/VT	NO CHANGE IN PREMIUM.	ENDT. #2
POLICY NUMBER	INSURED	EFFECTIVE
LC 264 81 39	ANGELES CHEMICAL CO., INC., ETAL	1/1/78
FIREMAN'S FUND INSURANCE COMPANY THE AMERICAN INSURANCE COMPANY NATIONAL SURETY CORPORATION ASSOCIATED INDEMNITY CORPORATION AMERICAN AUTOMOBILE INSURANCE COMPANY	PRODUCER MAX BEHN & ASSOCIATES INC.	COUNTERSIGNATURE OF AUTHORIZED AGENT
<i>Myron R. Bain</i>	PRESIDENT	

180009-6-6S SETS

FFIC0050786

FFIC\_EPA\_0000028

WOODLAND HILLS R/O

AUTO NO.	TERRITORY	P/R FACTOR
	82	1.00

## ALL PURPOSE AUTOMOBILE ENDORSEMENT

It is agreed that the declarations or schedules of the policy are amended solely with respect to such and so many of the following particulars marked ☒. The entry therein specified is substituted for the corresponding entry appearing in the policy declarations or schedules and any prior amendments.

<input type="checkbox"/> ITEM 1.	<input type="checkbox"/> NAME	<input type="checkbox"/> ADDRESS	<input type="checkbox"/> OCCUPATION	OF INSURED	<input type="checkbox"/> POLICY PERIOD IS CORRECTED TO READ:
<input type="checkbox"/> PLACE OF GARAGING AUTO CHANGED TO READ: (IF DIFFERENT FROM ADDRESS)					
<input checked="" type="checkbox"/> ITEM 2.	a. AUTOMOBILE ADDED.			THE COVERAGES INDICATED IN ITEM 5 OF THIS ENDORSEMENT SHALL APPLY TO THE FOLLOWING DESCRIBED AUTOMOBILE.	
AUTO MODEL NO.	YEAR	TRADE NAME AND BODY TYPE	IDENTIFICATION NUMBER	PURCHASED MO. YR.	N/U COST SYMBOL AND AGE CLASS RATE
65		INTERNATIONAL TANKER TRUCK	26F5		234100
NAME AND ADDRESS OF LOSS PAYEE					
(ENDORSEMENT APPLICABLE)					
b. AUTOMOBILE ELIMINATED. THE INSURANCE AFFORDED BY THE POLICY SHALL CEASE TO COVER: AUTO # OR					
MODEL YEAR	CLASS RATE	TRADE NAME	MOTOR NUMBER, SERIAL NUMBER OR IDENTIFICATION NUMBER		
ITEM 3.					
<input type="checkbox"/> THE INSURANCE AFFORDED IS AMENDED AS SHOWN IN THE SCHEDULE (ITEM 5) BELOW ONLY WITH RESPECT TO SUCH AND SO MANY OF THE COVERAGES AS INDICATED BY A MEANING "ADDED" R MEANING "REVISED" OR C MEANING "CANCELLED".					
ITEM 4.					
<input type="checkbox"/> CLASS RATE CHANGED TO AUTO # AUTO # AUTO #					
<input checked="" type="checkbox"/> OTHER CHANGES AMENDING YEAR OF FORD TRACTOR #0794 TO 1971					
ITEM 5. SCHEDULE					
A/R OR C	COVERAGES	LIMITS OF LIABILITY	65 INTL	PREMIUMS AUTO	71 FORD
	BODILY INJURY LIABILITY	\$ PER .000 EACH PERSON		ANNUAL ADDITIONAL RETURN	ANNUAL ADDITIONAL RETURN
	PROPERTY DAMAGE LIABILITY	\$ CSL .000 EACH ACCIDENT	\$ 676.	\$ 676.	\$ \$ \$
	COMBINED BODILY INJURY AND PROPERTY DAMAGE LIABILITY	\$ ENDT .000 EACH OCCURRENCE	\$ 195.	\$ 195.	\$ \$ \$
	MEDICAL PAYMENTS	\$ EACH PERSON			
	(1) COMPREHENSIVE—EXCLUDING COLLISION	ACTUAL CASH VALUE LESS \$ 100. DED.			112. 24.
	(2) PERSONAL EFFECTS	\$100 LESS \$ DED.			
	COLLISION	ACTUAL CASH VALUE LESS \$ 250. DEDUCTIBLE			510. 118.
	FIRE, LIGHTNING AND TRANSPORTATION	ACTUAL CASH VALUE OR \$			
	THEFT (BROAD FORM)	ACTUAL CASH VALUE OR \$			
	COMBINED ADDITIONAL COVERAGE	ACTUAL CASH VALUE OR \$			
	TOWING AND LABOR COSTS	\$25 PER DISALEMENT			
	UNINSURED MOTORISTS (BODILY INJURY ONLY)	\$ .000 EACH PERSON \$ .000 EACH ACCIDENT			
SUB TOTAL					
ENDORSEMENTS ATTACHED					
† EACH ACCIDENT OR EACH OCCURRENCE AS INDICATED IN POLICY			* ADDITIONAL PREMIUM		* RETURN PREMIUM
†† APPLICABLE ONLY TO FAMILY AUTO COVERAGE IF AFFORDED TOTAL			\$ 729.		\$
* \$ PAYABLE ON EFFECTIVE DATE OF ENDORSEMENT; SUBSEQUENT INSTALLMENT(S) DUE AMENDED TO \$					

10/09/78/V/T	POLICY NUMBER	POLICY EXPIRATION DATE	INSURED	ENDT. #3	ENDORSEMENT EFFECTIVE DATE
LC 264 81 39	1/1/79	ANGELES-CHEMICAL CO., INC., ETAL	PRODUCER	1/1/78	
FIREMAN'S FUND INSURANCE COMPANY THE AMERICAN INSURANCE COMPANY NATIONAL SURETY CORPORATION ASSOCIATED INDEMNITY CORPORATION AMERICAN AUTOMOBILE INSURANCE COMPANY			MAX BEHM & ASSOCIATES INC. COUNTERSIGNATURE OF AUTHORIZED AGENT		
Myron A. Bair PRESIDENT					

100155-6-78 REV

FFIC0050770

FFIC\_EPA\_0000029



WOODLAND HILLS B/O

IT IS HEREBY UNDERSTOOD AND AGREED THAT  
BARCLAY'S BANK IS DELETED AS LOSS PAYEE  
AS RESPECTS 1971 FORD TRACTOR #2400.

10/6/78/VT	NO CHANGE IN PREMIUM.	ENDT. #4	
POLICY NUMBER	INSURED		EFFECTIVE
LC 264 81.39	ANGELES CHEMICAL CO., INC., ETAL		1/1/78
FIREMAN'S FUND INSURANCE COMPANY THE AMERICAN INSURANCE COMPANY NATIONAL SURETY CORPORATION ASSOCIATED INDEMNITY CORPORATION AMERICAN AUTOMOBILE INSURANCE COMPANY		PRODUCER	
<i>Myron New Bain</i> PRESIDENT		MAX BEHM & ASSOCIATES INC. COUNTERSIGNATURE OF AUTHORIZED AGENT	

180009-6-65 SETS

FFIC0050787

FFIC\_EPA\_0000030



WOODLAND HILLS B10

SPECIFIED INTEREST ENDORSEMENT

It is agreed that this policy shall not be cancelled nor the coverage thereof reduced

until 30 days

notice of such cancellation or reduction in coverage shall have been sent in writing to:

ANGELES CHEMICAL CO., INC., &  
STALLION TANK LINES, INC.  
8915 SORENSON AVE.,  
SANTA FE SPRINGS, CA 90670

10/08/78/VT POLICY NUMBER	INSURED	ENDT. #5 EFFECTIVE
LC 264 81 39	ANGELES CHEMICAL CO., INC., ETAL	1/1/78
FIREMAN'S FUND INSURANCE COMPANY THE AMERICAN INSURANCE COMPANY NATIONAL SURETY CORPORATION ASSOCIATED INDEMNITY CORPORATION AMERICAN AUTOMOBILE INSURANCE COMPANY  <i>Myron R. Baird</i> PRESIDENT		PRODUCER  MAX BOW & ASSOCIATES, INC. COUNTERSIGNATURE OF AUTHORIZED AGENT
70-X		

180042-B-08

FFIC0050790

FFIC\_EPA\_0000031

WOODLAND HILLS 21	AUTO NO.	TERRITORY	P/R FACTOR
		82	1.00

**ALL PURPOSE AUTOMOBILE ENDORSEMENT**

It is agreed that the declarations or schedules of the policy are amended solely with respect to such and so many of the following particulars marked ☒. The entry therein specified is substituted for the corresponding entry appearing in the policy declarations or schedules and any prior amendments.

<input type="checkbox"/>	ITEM 1.	<input type="checkbox"/> NAME	<input type="checkbox"/> ADDRESS	<input type="checkbox"/> OCCUPATION	OF INSURED	<input type="checkbox"/> POLICY PERIOD IS CORRECTED TO READ:
		<input type="checkbox"/> PLACE OF GARAGING AUTO CHANGED TO READ: (IF DIFFERENT FROM ADDRESS)				

<input checked="" type="checkbox"/>	ITEM 2.	a. AUTOMOBILE ADDED.	THE COVERAGES INDICATED IN ITEM 5 OF THIS ENDORSEMENT SHALL APPLY TO THE FOLLOWING DESCRIBED AUTOMOBILE.
AUTO NO.	MODEL YEAR	VIN	TRADE NAME AND BODY TYPE
73			FORD UT9000 3 AXLE CAB-OVER TRACTOR
IDENTIFICATION NUMBER		PURCHASED MO. YR.	A/U
0635			
COST		SYMBOL AND AGE	CLASS RATE
13,500.		6	364100

NAME AND ADDRESS OF LOSS PAYEE			
(ENDORSEMENT APPLICABLE)			
b. AUTOMOBILE ELIMINATED. THE INSURANCE AFFORDED BY THE POLICY SHALL CEASE TO COVER: AUTO # OR			
MODEL YEAR	CLASS RATE	TRADE NAME	MOTOR NUMBER, SERIAL NUMBER OR IDENTIFICATION NUMBER

ITEM 3. THE INSURANCE AFFORDED IS AMENDED AS SHOWN IN THE SCHEDULE (ITEM 5) BELOW ONLY WITH RESPECT TO SUCH AND SO MANY OF THE COVERAGES AS INDICATED BY A MEANING "ADDED" R MEANING "REVISED" OR C MEANING "CANCELLED".			
ITEM 4. <input type="checkbox"/> CLASS RATE CHANGED TO AUTO # AUTO # AUTO #			
<input type="checkbox"/> OTHER CHANGES			

ITEM 5.		SCHEDULE							
A/R OR C	COVERAGES	LIMITS OF LIABILITY		PREMIUMS AUTO			PREMIUMS AUTO		
				ANNUAL	ADDITIONAL	RETURN	ANNUAL	ADDITIONAL	RETURN
	BODILY INJURY LIABILITY	\$	PER ,000 EACH PERSON						
		\$	CSL ,000 EACH ACCIDENT	\$ 867.	\$ 867.	\$	\$	\$	\$
	PROPERTY DAMAGE LIABILITY	\$	ENDP ,000 EACH ACCIDENT	251.	251.				
	COMBINED BODILY INJURY AND PROPERTY DAMAGE LIABILITY	\$	,000 EACH OCCURRENCE						
	MEDICAL PAYMENTS	\$	EACH PERSON						
	(1) COMPREHENSIVE—EXCLUDING COLLISION	ACTUAL CASH VALUE LESS	\$ 100. DED.	112.	112.				
		\$	LESS \$ DED.						
	(2) PERSONAL EFFECTS	\$100	††						
	COLLISION	ACTUAL CASH VALUE LESS	\$ 250. DEDUCTIBLE	510.	510.				
	FIRE, LIGHTNING AND TRANSPORTATION	ACTUAL CASH VALUE OR							
	THEFT (BROAD FORM)	ACTUAL CASH VALUE OR							
	COMBINED ADDITIONAL COVERAGE	ACTUAL CASH VALUE OR							
	TOWING AND LABOR COSTS	\$25	PER OCCURRENCE						
	UNINSURED MOTORISTS (BODILY INJURY ONLY)	\$	,000 EACH PERSON						
		\$	,000 EACH ACCIDENT						
		SUB TOTAL							

ENDORSEMENTS ATTACHED		*ADDITIONAL PREMIUM	*RETURN PREMIUM
† EACH ACCIDENT OR EACH OCCURRENCE AS INDICATED IN POLICY			
†† APPLICABLE ONLY TO FAMILY AUTO COVERAGE IF AFFORDED		TOTAL \$ 1740.	
* \$ PAYABLE ON EFFECTIVE DATE OF ENDORSEMENT; SUBSEQUENT INSTALLMENT(S) DUE AMENDED TO \$			

10/09/78/VT	POLICY NUMBER	POLICY EXPIRATION DATE	INSURED	ENDT. #6	ENDORSEMENT EFFECTIVE DATE
	LC 264 81 29	1/1/79	ANGELES-CHEMICAL CO., INC.		1/1/78
FIREMAN'S FUND INSURANCE COMPANY THE AMERICAN INSURANCE COMPANY NATIONAL SURETY CORPORATION ASSOCIATED INDEMNITY CORPORATION AMERICAN AUTOMOBILE INSURANCE COMPANY			PRODUCER MAX BEHM & ASSOCIATES, INC. COUNTERSIGNATURE OF AUTHORIZED AGENT		
<i>Myron A. Bain</i> PRESIDENT					

100155-676 REV

FFIC0050769

FFIC\_EPA\_0000032



**LOSS PAYABLE CLAUSE**  
(Optional — Pacific Coast Form)

**WOODLAND HILLS BPO**

<p>NAME AND ADDRESS OF LOSS PAYEE</p> <p>UNITED CALIFORNIA BANK 8737 E. WASHINGTON BLVD. PICO RIVERA, CA 90660</p>	<p>REFERENCE TO "PROPERTY" IN THIS ENDORSEMENT MEANS: (SCHEDULE, ITEM NUMBER, ETC.)</p> <p>1973 FORD 3 AXLE CAB-OVER TRACTOR #0635</p>
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With respect to the interest of the Lienholder named as Loss Payee above, its successors and assigns, (hereinafter called the Lienholder) in its capacity as conditional Vendor or Mortgagee or otherwise, in the property insured under this policy, this Company hereby agrees as follows:

1. Loss or damage, if any, to the property described in this policy shall be payable firstly to the Lienholder and secondly to the insured, as their interests may appear, provided nevertheless that upon demand by the Lienholder upon the Company for separate settlement the amount of said loss shall be paid directly to the Lienholder to the extent of its interest and the balance, if any, shall be payable to the insured.
2. The insurance under this policy as to the interest only of the Lienholder shall not be impaired in any way by any change in the title or ownership of the property or by any breach of warranty or condition of the policy, or by any omission or neglect, or by the performance of any act in violation of any terms or conditions of the policy or because of the failure to perform any act required by the terms or conditions of the policy or because of the subjection of the property to any conditions, use or operation not permitted by the policy or because of any false statement concerning this policy or the subject thereof, by the insured or the insured's employees, agents or representatives; whether occurring before or after the attachment of this agreement, or whether before or after the loss; PROVIDED, however, that the wrongful conversion, embezzlement or secretion by the Purchaser, Mortgagee, or Lessee in possession of the insured property under mortgage, conditional sale contract, lease agreement, or other contract is not covered under this policy, unless specifically insured against and premium paid therefor.
3. In the event of failure of the insured to pay any premium or additional premium which shall be or become due under the terms of this policy, this Company agrees to give written notice to the Lienholder of such non-payment of premium after sixty (60) days from and within one hundred and twenty (120) days after due date of such premium and it is a condition of the continuance of the rights of the Lienholder hereunder that the Lienholder when so notified in writing by this Company of the failure of the insured to pay such premium shall pay or cause to be paid the premium due within ten (10) days following receipt of the Company's demand in writing therefor. If the Lienholder shall decline to pay said premium or additional premium, the rights of the Lienholder under this Automobile Loss Payable Endorsement shall not be terminated before ten (10) days after receipt of said written notice by the Lienholder.
4. If the Company elects to cancel this policy in whole or in part for non-payment of premium, or for any other reason, the Company will forward a copy of the cancellation notice to the Lienholder at its office specified hereinafter concurrently with the sending of notice to the insured but in such case this policy shall continue in force for the benefit of the Lienholder only for ten (10) days after written notice of such cancellation is received by the Lienholder. In no event, as to the interest only of the Lienholder, shall cancellation of any insurance under this policy covering the property described in the policy be effected at the request of the insured before ten (10) days after written notice of request for cancellation shall have been given to the Lienholder by the Company. In the event of cancellation of this policy the unearned premium shall be paid to the Lienholder, provided the said Lienholder has advanced the premium.
5. If there be any other insurance upon the within-described property, this Company shall be liable under this policy as to the Lienholder only for the proportion of such loss or damage that the sum hereby insured bears to the whole amount of valid and collectible insurance of similar character on said property under policies held by, payable to and expressly consented to by the Lienholder, and to the extent of payment so made this Company shall be subrogated (pro rata with all other insurers contributing to said payment) to all of the Lienholder's rights of contribution under said other insurance.
6. Whenever this Company shall pay to the Lienholder any sum for loss or damage under this policy and shall claim that as to the insured no liability therefor exists, this Company at its option, may pay to the Lienholder the whole principal sum and interest due or to become due from the insured on the obligation secured by the property insured under this policy, (with refund of all interest not accrued), and this Company shall thereupon receive a full assignment and transfer, without recourse, of said obligation and the security held as collateral thereto; but no subrogation shall impair the right of the Lienholder to recover the full amount of its claim.
7. The coverage granted under this policy shall continue in full force and effect as to the interest of the Lienholder only, for a period of ten (10) days after expiration of said policy unless an acceptable policy in renewal thereof with loss thereunder payable to the Lienholder in accordance with the terms of this Automobile Loss Payable Endorsement shall have been issued by some insurance company and accepted by the Lienholder. In the event of a loss not otherwise covered during the extended ten (10) day period herein referred to, an annual policy covering the same hazards to the property insured under the original policy shall be issued and accepted by the Lienholder and Mortgagee.
8. Should the ownership and right of possession of any of the property covered under this policy become vested in the Lienholder or its agent, this policy shall continue for the term thereof for the benefit of the Lienholder (with all incidents of ownership of the policy) but, in such event, Paragraphs two (2), five (5) and six (6) of this Automobile Loss Payable Endorsement shall no longer apply; provided, nevertheless, all privileges and endorsements which, by reason of the printed conditions of this policy, are or may be necessary to maintain the validity of the contract are hereby granted for a period of thirty (30) days and all notices likewise required to be given to the Company by the insured are hereby waived for a period of thirty (30) days with the exception of requirements applying at the time of or subsequent to a loss.
9. All notices herein provided to be given by the Company to the Lienholder in connection with this policy and this Automobile Loss Payable Endorsement shall be mailed to or delivered to the Lienholder at the address of its office or branch shown in this endorsement.

1076978/MT	INSURED	ENDT. #7	EFFECTIVE
LC 264 01-39	ANGELES-CHEMICAL CO., INC., ETAL	PRODUCER	1/1/78
FIREMAN'S FUND INSURANCE COMPANY THE AMERICAN INSURANCE COMPANY NATIONAL SURETY CORPORATION ASSOCIATED INDEMNITY CORPORATION AMERICAN AUTOMOBILE INSURANCE COMPANY  <i>Myron R. Bain</i> PRESIDENT		MAX BERN & ASSOCIATES, INC. GENERAL AGENT	

180012--12-67

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WOODLAND HILLS B/O

AUTO NO.	TERRITORY	P/R FACTOR
	82	.915

## ALL PURPOSE AUTOMOBILE ENDORSEMENT

It is agreed that the declarations or schedules of the policy are amended solely with respect to such and so many of the following particulars marked ☒. The entry therein specified is substituted for the corresponding entry appearing in the policy declarations or schedules and any prior amendments.

<input type="checkbox"/> ITEM 1.		<input type="checkbox"/> NAME		<input type="checkbox"/> ADDRESS	<input type="checkbox"/> OCCUPATION	OF INSURED		<input type="checkbox"/> POLICY PERIOD IS CORRECTED TO READ:	
<input type="checkbox"/> PLACE OF GARAGING AUTO CHANGED TO READ: (IF DIFFERENT FROM ADDRESS)									
<input checked="" type="checkbox"/> ITEM 2.		a. AUTOMOBILE ADDED.				THE COVERAGES INDICATED IN ITEM 5 OF THIS ENDORSEMENT SHALL APPLY TO THE FOLLOWING DESCRIBED AUTOMOBILE.			
AUTO NO.	MODEL YEAR	TRADE NAME AND BODY TYPE	IDENTIFICATION NUMBER		PURCHASED MO. YR.	N/U	COST	SYMBOL AND AGE	CLASS RATE
78		BUICK REGAL	9206				6,600.	1	199800
NAME AND ADDRESS OF LOSS PAYEE									
(ENDORSEMENT APPLICABLE)									
b. AUTOMOBILE ELIMINATED.		THE INSURANCE AFFORDED BY THE POLICY SHALL CEASE TO COVER: AUTO # OR							
MODEL YEAR	CLASS RATE	TRADE NAME		MOTOR NUMBER, SERIAL NUMBER OR IDENTIFICATION NUMBER					
1976	199800	BUICK REGAL		0110					
ITEM 3.									
<input type="checkbox"/> THE INSURANCE AFFORDED IS AMENDED AS SHOWN IN THE SCHEDULE (ITEM 5) BELOW ONLY WITH RESPECT TO SUCH AND SO MANY OF THE COVERAGES AS INDICATED BY A MEANING "ADDED" R MEANING "REVISED" OR C MEANING "CANCELLED".									
ITEM 4.									
<input type="checkbox"/> CLASS RATE CHANGED TO									
<input type="checkbox"/> OTHER CHANGES									
ITEM 5. SCHEDULE									
A R OR C	COVERAGES	LIMITS OF LIABILITY	78 BUICK	PREMIUMS AUTO	76 BUICK	PREMIUMS AUTO			
	BODILY INJURY LIABILITY	\$ PER .000 EACH PERSON		ANNUAL		ANNUAL	ADDITIONAL	RETURN	
	PROPERTY DAMAGE LIABILITY	\$ CSL .000 EACH ACCIDENT		OFFSET		OFFSET			
	COMBINED BODILY INJURY AND PROPERTY DAMAGE LIABILITY	\$ ENDT .000 EACH OCCURRENCE		OFFSET		OFFSET			
	MEDICAL PAYMENTS	\$ 5,000. EACH PERSON		OFFSET		OFFSET			
	(1) COMPREHENSIVE—EXCLUDING COLLISION	ACTUAL CASH VALUE LESS \$ 50. DED. DED.	111.	102.		76.			704
	(2) PERSONAL EFFECTS	\$100							
	COLLISION	ACTUAL CASH VALUE LESS \$ 200. DEDUCTIBLE	243.	222.		180.			165.
	FIRE, LIGHTNING AND TRANSPORTATION	ACTUAL CASH VALUE OR \$							
	THEFT (BROAD FORM)	ACTUAL CASH VALUE OR \$							
	COMBINED ADDITIONAL COVERAGE	ACTUAL CASH VALUE OR \$							
	TOWING AND LABOR COSTS	\$25 PER DISABLEMENT							
	UNINSURED MOTORISTS (BODILY INJURY ONLY)	\$ 100,000 EACH PERSON \$ 300,000 EACH ACCIDENT							
SUB TOTAL			OFFSET			OFFSET			
ENDORSEMENTS ATTACHED									
† EACH ACCIDENT OR EACH OCCURRENCE AS INDICATED IN POLICY					#ADDITIONAL PREMIUM		#RETURN PREMIUM		
†† APPLICABLE ONLY TO FAMILY AUTO COVERAGE IF AFFORDED					TOTAL \$ 89.		\$		
* \$ PAYABLE ON EFFECTIVE DATE OF ENDORSEMENT; SUBSEQUENT INSTALLMENT(S) DUE AMENDED TO \$									

10/09/78/VT	POLICY NUMBER	POLICY EXPIRATION DATE	INSURED	ENDT. #8	ENDORSEMENT EFFECTIVE DATE
LC-264-81-39	1/1/79		ANGELES CHEMICAL CO., INC., ETAL	PRODUCER	2/1/78
FIREMAN'S FUND INSURANCE COMPANY THE AMERICAN INSURANCE COMPANY NATIONAL SURETY CORPORATION ASSOCIATED INDEMNITY CORPORATION AMERICAN AUTOMOBILE INSURANCE COMPANY			MAX BEHM & ASSOCIATES INC. COUNTERSIGNATURE OF AUTHORIZED AGENT		
<i>Myron Du Boin</i> PRESIDENT					

100155-876 REV

FFIC0050767

FFIC\_EPA\_0000034

LEASED CAR ENDORSEMENT

WOODLAND HILLS B/O

IT IS AGREED THAT THE AUTOMOBILE DESCRIBED BELOW OR DESIGNATED IN THE POLICY AS SUBJECT TO THIS ENDORSEMENT SHALL BE DEEMED TO BE OWNED BY THE NAMED INSURED WHILE HIRED BY THE NAMED INSURED UNDER LONG TERM CONTRACT. THE INSURANCE UNDER THE LIABILITY COVERAGES OF THE POLICY SHALL COVER AS AN INSURED THE OWNER OR LESSEE OF SUCH AUTOMOBILE, BUT ONLY AS A PERSON OR ORGANIZATION LEGALLY RESPONSIBLE FOR THE ACTUAL USE OF SUCH AUTOMOBILE BY AN INDIVIDUAL WHO IS OTHERWISE AN INSURED UNDER THE POLICY WITH RESPECT TO SUCH AUTOMOBILE.

DESCRIPTION OF AUTOMOBILE:

1978 BUICK REGAL #9206

LEASED FROM: BOULEVARD LEASING  
1890 LONG BEACH BLVD.  
LONG BEACH, CA 90206

10/6/78/VT POLICY NUMBER	INSURED	ENDT. #9	EFFECTIVE
LC-264 81 39	ANGELES CHEMICAL CO., INC, ETAL		2/1/78
FIREMAN'S FUND INSURANCE COMPANY THE AMERICAN INSURANCE COMPANY NATIONAL SURETY CORPORATION ASSOCIATED INDEMNITY CORPORATION AMERICAN AUTOMOBILE INSURANCE COMPANY <i>Myron R. Bann</i> PRESIDENT		PRODUCER MAY DELI E ASSOCIATES, INC. COUNTERSIGNATURE OF AUTHORIZED AGENT	
70-X			

100647-6-73

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WOODLAND HILLS B/O		AUTO NO.	TERRITORY	PAGE
			82	.910
<b>ALL PURPOSE AUTOMOBILE ENDORSEMENT</b>				

It is agreed that the declarations or schedules of the policy are amended solely with respect to such and so many of the following particulars marked ☒. The entry therein specified is substituted for the corresponding entry appearing in the policy declarations or schedules and any prior amendments.

☐ ITEM 1. ☐ NAME ☐ ADDRESS ☐ OCCUPATION OF INSURED ☐ POLICY PERIOD IS CORRECTED TO READ:  
☐ PLACE OF GARAGING AUTO CHANGED TO READ: (IF DIFFERENT FROM ADDRESS)

☐ ITEM 2. a. AUTOMOBILE ADDED. THE COVERAGES INDICATED IN ITEM 5 OF THIS ENDORSEMENT SHALL APPLY TO THE FOLLOWING DESCRIBED AUTOMOBILE.

AUTO NO.	MODEL YEAR	TRADE NAME AND BODY TYPE	IDENTIFICATION NUMBER	PURCHASED MO. YR.	N/U	COST	SYMBOL AND AGE	CLASS RATE
59		FRUEHAUF TRAILER	953374			3,750.	6	684900

NAME AND ADDRESS OF LOSS PAYEE

(ENDORSEMENT APPLICABLE)

b. AUTOMOBILE ELIMINATED. THE INSURANCE AFFORDED BY THE POLICY SHALL CEASE TO COVER: AUTO # OR

MODEL YEAR	CLASS RATE	TRADE NAME	MOTOR NUMBER, SERIAL NUMBER OR IDENTIFICATION NUMBER

ITEM 3. ☐ THE INSURANCE AFFORDED IS AMENDED AS SHOWN IN THE SCHEDULE (ITEM 5) BELOW ONLY WITH RESPECT TO SUCH AND SO MANY OF THE COVERAGES AS INDICATED BY A MEANING "ADDED" R MEANING "REVISED" OR C MEANING "CANCELLED".

ITEM 4. ☐ CLASS RATE CHANGED TO AUTO # AUTO # AUTO #  
☐ OTHER CHANGES.

ITEM 5. SCHEDULE									
A R OR C	COVERAGES	LIMITS OF LIABILITY		PREMIUMS AUTO			PREMIUMS AUTO		
				ANNUAL	ADDITIONAL	RETURN	ANNUAL	ADDITIONAL	RETURN
	BODILY INJURY LIABILITY	\$	PER ,000 EACH PERSON						
		\$	CSL ,000 EACH ACCIDENT	\$ 75.	\$ 68.	\$	\$	\$	\$
	PROPERTY DAMAGE LIABILITY	\$	ENDT. ,000 EACH ACCIDENT	21.	19.				
	COMBINED BODILY INJURY AND PROPERTY DAMAGE LIABILITY	\$	,000 EACH OCCURRENCE						
	MEDICAL PAYMENTS	\$	PER PERSON						
	(1) COMPREHENSIVE EXCLUDING COLLISION	ACTUAL CASH VALUE LESS	\$ 100 DED.	26.	24.				
	(2) PERSONAL EFFECTS	\$100							
	COLLISION	ACTUAL CASH VALUE LESS	\$ 250 DEDUCTIBLE	75.	68.				
	FIRE, LIGHTNING AND TRANSPORTATION	ACTUAL CASH VALUE OR							
	THEFT (BROAD FORM)	ACTUAL CASH VALUE OR							
	COMBINED ADDITIONAL COVERAGE	ACTUAL CASH VALUE OR							
	TOWING AND LABOR COSTS	\$25	PER DISBURSEMENT						
	UNINSURED MOTORISTS (BODILY INJURY ONLY)	\$	,000 EACH PERSON						
		\$	,000 EACH ACCIDENT						

ENDORSEMENTS ATTACHED

† EACH ACCIDENT OR EACH OCCURRENCE AS INDICATED IN POLICY	*ADDITIONAL PREMIUM	*RETURN PREMIUM
†† APPLICABLE ONLY TO FAMILY AUTO COVERAGE IF AFFORDED TOTAL	\$ 179.	\$

\* \$ PAYABLE ON EFFECTIVE DATE OF ENDORSEMENT; SUBSEQUENT INSTALLMENT(S) DUE AMENDED TO \$.

10/6/78/VJ	POLICY NUMBER	POLICY EXPIRATION DATE	INSURED	ENDT. #10	ENDORSEMENT EFFECTIVE DATE
LC 264 81 39	1/1/79		ANGELES CHEMICAL CO., INC., ETAL		2/3/78
FIREMAN'S FUND INSURANCE COMPANY THE AMERICAN INSURANCE COMPANY NATIONAL SURETY CORPORATION ASSOCIATED INDEMNITY CORPORATION AMERICAN AUTOMOBILE INSURANCE COMPANY			MAY BEHN & ASSOCIATES INC. COUNTY SIGNATURE AGENT		
<i>Myron R. Bain</i> PRESIDENT					

100155-876 REV

FFIC0050762

FFIC\_EPA\_0000036



<b>WOODLAND HILLS B/O</b> <b>ALL PURPOSE AUTOMOBILE ENDORSEMENT</b>	AUTO NO. 82	TERRITORY 82	P/R FACTOR .893
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It is agreed that the declarations or schedules of the policy are amended solely with respect to such and so many of the following particulars marked ☒. The entry therein specified is substituted for the corresponding entry appearing in the policy declarations or schedules and any prior amendments.

<input type="checkbox"/> ITEM 1. <input type="checkbox"/> NAME <input type="checkbox"/> ADDRESS <input type="checkbox"/> OCCUPATION OF INSURED <input type="checkbox"/> POLICY PERIOD IS CORRECTED TO READ: <input type="checkbox"/> PLACE OF GARAGING AUTO CHANGED TO READ: (IF DIFFERENT FROM ADDRESS)									
<input type="checkbox"/> ITEM 2. a. AUTOMOBILE ADDED. THE COVERAGES INDICATED IN ITEM 5 OF THIS ENDORSEMENT SHALL APPLY TO THE FOLLOWING DESCRIBED AUTOMOBILE.									
AUTO NO.	MODEL YEAR	VIN	TRADE NAME AND BODY TYPE	IDENTIFICATION NUMBER	PURCHASED MO. YR.	N/U	COST	SYMBOL AND AGE	CLASS RATE
NAME AND ADDRESS OF LOSS PAYEE									
(ENDORSEMENT APPLICABLE)									
b. AUTOMOBILE ELIMINATED. THE INSURANCE AFFORDED BY THE POLICY SHALL CEASE TO COVER: AUTO # OR									
MODEL YEAR	CLASS RATE	TRADE NAME	MOTOR NUMBER, SERIAL NUMBER OR IDENTIFICATION NUMBER						
ITEM 3. <input type="checkbox"/> THE INSURANCE AFFORDED IS AMENDED AS SHOWN IN THE SCHEDULE (ITEM 5) BELOW ONLY WITH RESPECT TO SUCH AND SO MANY OF THE COVERAGES AS INDICATED BY A MEANING "ADDED" R MEANING "REVISED" OR C MEANING "CANCELLED".									
ITEM 4. <input type="checkbox"/> CLASS RATE CHANGED TO AUTO # AUTO # AUTO # <input checked="" type="checkbox"/> OTHER CHANGES. <u>DELETING BI &amp; PD AS RESPECTS 60 KENWORTH TRACTOR #2887</u>									
ITEM 5. SCHEDULE									
A R OR C	COVERAGES	LIMITS OF LIABILITY	PREMIUMS AUTO			PREMIUMS AUTO			
	BODILY INJURY LIABILITY	\$ PER ,000 EACH PERSON	ANNUAL	ADDITIONAL	RETURN	ANNUAL	ADDITIONAL	RETURN	
	PROPERTY DAMAGE LIABILITY	\$ CSL ,000 EACH ACCIDENT	\$ 942.	\$	\$ 843.	\$	\$	\$	
	COMBINED BODILY INJURY AND PROPERTY DAMAGE LIABILITY	\$ ENDT. ,000 EACH ACCIDENT	\$ 273.		\$ 244.				
	MEDICAL PAYMENTS	\$ EACH OCCURRENCE							
	(1) COMPREHENSIVE EXCLUDING COLLISION	ACTUAL CASH VALUE LESS \$ DED.							
	(2) PERSONAL EFFECTS	\$100 LESS \$ DED.							
	COLLISION	ACTUAL CASH VALUE LESS \$ DEDUCTIBLE							
	FIRE, LIGHTNING AND TRANSPORTATION	ACTUAL CASH VALUE OR \$							
	THEFT (BROAD FORM)	ACTUAL CASH VALUE OR \$							
	COMBINED ADDITIONAL COVERAGE	ACTUAL CASH VALUE OR \$							
	TOWING AND LABOR COSTS	\$25 PER DISABLEMENT							
	UNINSURED MOTORISTS (BODILY INJURY ONLY)	\$ ,000 EACH PERSON \$ ,000 EACH ACCIDENT							
SUB TOTAL									
ENDORSEMENTS ATTACHED									
† EACH ACCIDENT OR EACH OCCURRENCE AS INDICATED IN POLICY †† APPLICABLE ONLY TO FAMILY AUTO COVERAGE IF AFFORDED			\$ ADDITIONAL PREMIUM			\$ RETURN PREMIUM			
TOTAL			\$			\$ 1,085.			
* \$ PAYABLE ON EFFECTIVE DATE OF ENDORSEMENT; SUBSEQUENT INSTALLMENT(S) DUE AMENDED TO \$									

10/6/78/VT POLICY NUMBER	POLICY EXPIRATION DATE 1/1/79	INSURED ANGELES CHEMICAL CO., INC., ETAL	ENDT. #11	ENDORSEMENT EFFECTIVE DATE 2/9/78
LC 264 81 39 FIREMAN'S FUND INSURANCE COMPANY THE AMERICAN INSURANCE COMPANY NATIONAL SURETY CORPORATION ASSOCIATED INDEMNITY CORPORATION AMERICAN AUTOMOBILE INSURANCE COMPANY		PRODUCER MAX BEHN & ASSOCIATES INC. COUNTERSIGNATURE OF AUTHORIZED AGENT		
<i>Myron Ben Benin</i> PRESIDENT				

100155-8-78 REV

FFIC0050763

FFIC\_EPA\_0000037

WOODLAND HILLS B/O	AUTO NO.	TERRITORY	P/R FACTOR
	82	.663	
<b>ALL PURPOSE AUTOMOBILE ENDORSEMENT</b>			

It is agreed that the declarations or schedules of the policy are amended solely with respect to such and so many of the following particulars marked ☒. The entry therein specified is substituted for the corresponding entry appearing in the policy declarations or schedules and any prior amendments.

☐ ITEM 1. ☐ NAME ☐ ADDRESS ☐ OCCUPATION OF INSURED ☐ POLICY PERIOD IS CORRECTED TO READ: \_\_\_\_\_

☐ PLACE OF GARAGING AUTO CHANGED TO READ: (IF DIFFERENT FROM ADDRESS) \_\_\_\_\_

☐ ITEM 2. a. AUTOMOBILE ADDED. THE COVERAGES INDICATED IN ITEM 5 OF THIS ENDORSEMENT SHALL APPLY TO THE FOLLOWING DESCRIBED AUTOMOBILE.

AUTO NO.	MODEL YEAR	VIN	TRADE NAME AND BODY TYPE	IDENTIFICATION NUMBER	PURCHASED MO. YR.	N/U	COST	SYMBOL AND AGE	CLASS RATE

NAME AND ADDRESS OF LOSS PAYEE

(ENDORSEMENT APPLICABLE)

b. AUTOMOBILE ELIMINATED. THE INSURANCE AFFORDED BY THE POLICY SHALL CEASE TO COVER: AUTO # \_\_\_\_\_ OR \_\_\_\_\_

MODEL YEAR	CLASS RATE	TRADE NAME	MOTOR NUMBER, SERIAL NUMBER OR IDENTIFICATION NUMBER
1960	504100	KENWORTH TRACTOR	2887

ITEM 3. ☐ THE INSURANCE AFFORDED IS AMENDED AS SHOWN IN THE SCHEDULE (ITEM 5) BELOW ONLY WITH RESPECT TO SUCH AND SO MANY OF THE COVERAGES AS INDICATED BY A MEANING "ADDED" R MEANING "REVISED" OR C MEANING "CANCELLED".

ITEM 4. ☐ CLASS RATE CHANGED TO AUTO # \_\_\_\_\_ AUTO # \_\_\_\_\_ AUTO # \_\_\_\_\_

☐ OTHER CHANGES: \_\_\_\_\_

ITEM 5. SCHEDULE									
A R OR C	COVERAGES	LIMITS OF LIABILITY	PREMIUMS AUTO			PREMIUMS AUTO			
			ANNUAL	ADDITIONAL	RETURN	ANNUAL	ADDITIONAL	RETURN	
	BODILY INJURY LIABILITY	\$ ,000 EACH PERSON EACH ACCIDENT†	\$	\$	\$	\$	\$	\$	
	PROPERTY DAMAGE LIABILITY	\$ ,000 EACH ACCIDENT†							
	COMBINED BODILY INJURY AND PROPERTY DAMAGE LIABILITY	\$ ,000 EACH OCCURRENCE							
	MEDICAL PAYMENTS	\$ EACH PERSON							
	(1) COMPREHENSIVE—EXCLUDING COLLISION	ACTUAL CASH VALUE LESS \$ 100. OED. LESS \$ DED. ††	99.		66.				
	(2) PERSONAL EFFECTS	\$100							
	COLLISION	ACTUAL CASH VALUE LESS \$ 250. DEDUCTIBLE	461.		306.				
	FIRE, LIGHTNING AND TRANSPORTATION	ACTUAL CASH VALUE OR \$							
	THEFT (BROAD FORM)	ACTUAL CASH VALUE OR \$							
	COMBINED ADDITIONAL COVERAGE	ACTUAL CASH VALUE OR \$							
	TOWING AND LABOR COSTS	\$25 PER DISBURSEMENT							
	UNINSURED MOTORISTS (BODILY INJURY ONLY)	\$ ,000 EACH PERSON EACH ACCIDENT							
SUB TOTAL									

ENDORSEMENTS ATTACHED

† EACH ACCIDENT OR EACH OCCURRENCE AS INDICATED IN POLICY	* ADDITIONAL PREMIUM	* RETURN PREMIUM
†† APPLICABLE ONLY TO FAMILY AUTO COVERAGE IF AFFORDED TOTAL \$	\$	\$ 372.
* \$ PAYABLE ON EFFECTIVE DATE OF ENDORSEMENT; SUBSEQUENT INSTALLMENT(S) DUE AMENDED TO \$		

10/6/78/VT POLICY NUMBER	POLICY EXPIRATION DATE	INSURED	ENDT. #12
LC 264 81 39	1/1/79	ANGELES CHEMICAL CO., INC., ETAL	5/4/78
FIREMAN'S FUND INSURANCE COMPANY THE AMERICAN INSURANCE COMPANY NATIONAL SURETY CORPORATION ASSOCIATED INDEMNITY CORPORATION AMERICAN AUTOMOBILE INSURANCE COMPANY		PRODUCER <b>MAX BEHN &amp; ASSOCIATES INC.</b> COUNTERSIGNATURE OF AUTHORIZED AGENT	
<i>Myron A. Bain</i> PRESIDENT			

100155-6-76 REV

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FFIC\_EPA\_0000038



MODERATE RISK	AUTO NO. 1-2	TERRITORY 59	P/R FACTOR .627
<b>ALL PURPOSE AUTOMOBILE ENDORSEMENT</b>			

It is agreed that the declarations or schedules of the policy are amended solely with respect to such and so many of the following particulars marked ☒. The entry therein specified is substituted for the corresponding entry appearing in the policy declarations or schedules and any prior amendments.

<input type="checkbox"/> ITEM 1. <input type="checkbox"/> NAME <input type="checkbox"/> ADDRESS <input type="checkbox"/> OCCUPATION OF INSURED <input type="checkbox"/> POLICY PERIOD IS CORRECTED TO READ: <input type="checkbox"/> PLACE OF GARAGING AUTO CHANGED TO READ: (IF DIFFERENT FROM ADDRESS)									
<input type="checkbox"/> ITEM 2. a. AUTOMOBILE ADDED. THE COVERAGES INDICATED IN ITEM 5 OF THIS ENDORSEMENT SHALL APPLY TO THE FOLLOWING DESCRIBED AUTOMOBILE.									
AUTO NO.	MODEL YEAR	VIN	TRADE NAME AND BODY TYPE	IDENTIFICATION NUMBER	PURCHASED MO. YR.	N/U	COST	SYMBOL AND AGE	CLASS RATE
	78		OLDS DELTA "88" COUPE	5825			7,300.	1	199800
NAME AND ADDRESS OF LOSS PAYEE									
(ENDORSEMENT APPLICABLE)									
b. AUTOMOBILE ELIMINATED. THE INSURANCE AFFORDED BY THE POLICY SHALL CEASE TO COVER: AUTO # OR									
MODEL YEAR		CLASS RATE		TRADE NAME		MOTOR NUMBER, SERIAL NUMBER OR IDENTIFICATION NUMBER			
ITEM 3. <input type="checkbox"/> THE INSURANCE AFFORDED IS AMENDED AS SHOWN IN THE SCHEDULE (ITEM 5) BELOW ONLY WITH RESPECT TO SUCH AND SO MANY OF THE COVERAGES AS INDICATED BY A MEANING "ADDED" B MEANING "REVISED" OR C MEANING "CANCELED".									
ITEM 4. <input type="checkbox"/> CLASS RATE CHANGED TO AUTO # AUTO # AUTO # <input type="checkbox"/> OTHER CHANGES:									
ITEM 5. SCHEDULE									
A R OR C	COVERAGES	LIMITS OF LIABILITY	PREMIUMS AUTO	PREMIUMS AUTO	PREMIUMS AUTO	PREMIUMS AUTO	PREMIUMS AUTO	PREMIUMS AUTO	PREMIUMS AUTO
	BODILY INJURY LIABILITY	\$ PER .000 EACH PERSON	ANNUAL	ADDITIONAL	RETURN	ANNUAL	ADDITIONAL	RETURN	
	PROPERTY DAMAGE LIABILITY	\$ CSL .000 EACH ACCIDENT	\$ 298.	\$ 187.	\$	\$	\$	\$	
	COMBINED BODILY INJURY AND PROPERTY DAMAGE LIABILITY	\$ ENDT .000 EACH OCCURRENCE	\$ 96.	\$ 60.					
	MEDICAL PAYMENTS	\$ 5,000. EACH PERSON	27.	17.					
	(1) COMPREHENSIVE—EXCLUDING COLLISION	ACTUAL CASH VALUE LESS \$ DED.	146.	92.					
	(2) PERSONAL EFFECTS	\$100 LESS \$ DED.							
	COLLISION	ACTUAL CASH VALUE LESS \$ 200. DEDUCTIBLE	245.	154.					
	FIRE, LIGHTNING AND TRANSPORTATION	ACTUAL CASH VALUE OR \$							
	THEFT (BROAD FORM)	ACTUAL CASH VALUE OR \$							
	COMBINED ADDITIONAL COVERAGE	ACTUAL CASH VALUE OR \$							
	TOWING AND LABOR COSTS	\$25 PER DISBURSEMENT							
	UNINSURED MOTORISTS (BODILY INJURY ONLY)	\$ 100,000 EACH PERSON \$ 300,000 EACH ACCIDENT	26.	16.					
SUB TOTAL									
ENDORSEMENTS ATTACHED									
† EACH ACCIDENT OR EACH OCCURRENCE AS INDICATED IN POLICY †† APPLICABLE ONLY TO FAMILY AUTO COVERAGE IF AFFORDED					* ADDITIONAL PREMIUM TOTAL \$ 526.		* RETURN PREMIUM		
* \$ PAYABLE ON EFFECTIVE DATE OF ENDORSEMENT; SUBSEQUENT INSTALLMENT(S) DUE AMENDED TO \$									

10/6/78/CT POLICY NUMBER	POLICY EXPIRATION DATE 1/1/79	INSURED ANGELES CHEMICAL CO., INC., ETAL	ENDT. #13 ENDORSEMENT EFFECTIVE DATE 5/17/78
LC 264 81 39 FIREMAN'S FUND INSURANCE COMPANY THE AMERICAN INSURANCE COMPANY NATIONAL SURETY CORPORATION ASSOCIATED INDEMNITY CORPORATION AMERICAN AUTOMOBILE INSURANCE COMPANY  <i>Myron A. Bain</i> PRESIDENT		PRODUCER MAX BEHM & ASSOCIATES INC. COUNTERSIGNATURE OF AUTHORIZED AGENT	

100155-676 REV

FFIC0050765

FFIC\_EPA\_0000039



**LOSS PAYABLE CLAUSE**  
(Optional — Pacific Coast Form)

**WOODLAND HILLS B10**

NAME AND ADDRESS OF LOSS PAYEE	REFERENCE TO "PROPERTY" IN THIS ENDORSEMENT MEANS: (SCHEDULE, ITEM NUMBER, ETC.)
BANK OF AMERICA 1840 LONG BEACH BLVD LONG BEACH, CA	1978 OLDS DELTA "88" COUPE #5825

With respect to the interest of the Lienholder named as Loss Payee above, its successors and assigns, (hereinafter called the Lienholder) in its capacity as conditional Vendor or Mortgagee or otherwise, in the property insured under this policy, this Company hereby agrees as follows:

1. Loss or damage, if any, to the property described in this policy shall be payable firstly to the Lienholder and secondly to the insured, as their interests may appear, provided nevertheless that upon demand by the Lienholder upon the Company for separate settlement the amount of said loss shall be paid directly to the Lienholder to the extent of its interest and the balance, if any, shall be payable to the insured.
2. The insurance under this policy as to the interest only of the Lienholder shall not be impaired in any way by any change in the title or ownership of the property or by any breach of warranty or condition of the policy, or by any omission or neglect, or by the performance of any act in violation of any terms or conditions of the policy or because of the failure to perform any act required by the terms or conditions of the policy or because of the subjection of the property to any conditions, use or operation not permitted by the policy or because of any false statement concerning this policy or the subject thereof, by the insured or the insured's employees, agents or representatives; whether occurring before or after the attachment of this agreement, or whether before or after the loss; PROVIDED, however, that the wrongful conversion, embezzlement or secretion by the Purchaser, Mortgagee, or Lessee in possession of the insured property under mortgage, conditional sale contract, lease agreement, or other contract is not covered under this policy, unless specifically insured against and premium paid therefor.
3. In the event of failure of the insured to pay any premium or additional premium which shall be or become due under the terms of this policy, this Company agrees to give written notice to the Lienholder of such non-payment of premium after sixty (60) days from and within one hundred and twenty (120) days after due date of such premium and it is a condition of the continuance of the rights of the Lienholder hereunder that the Lienholder when so notified in writing by this Company of the failure of the insured to pay such premium shall pay or cause to be paid the premium due within ten (10) days following receipt of the Company's demand in writing therefor. If the Lienholder shall decline to pay said premium or additional premium, the rights of the Lienholder under this Automobile Loss Payable Endorsement shall not be terminated before ten (10) days after receipt of said written notice by the Lienholder.
4. If the Company elects to cancel this policy in whole or in part for non-payment of premium, or for any other reason, the Company will forward a copy of the cancellation notice to the Lienholder at its office specified hereinafter concurrently with the sending of notice to the insured but in such case this policy shall continue in force for the benefit of the Lienholder only for ten (10) days after written notice of such cancellation is received by the Lienholder. In no event, as to the interest only of the Lienholder, shall cancellation of any insurance under this policy covering the property described in the policy be effected at the request of the insured before ten (10) days after written notice of request for cancellation shall have been given to the Lienholder by the Company. In the event of cancellation of this policy the unearned premium shall be paid to the Lienholder, provided the said Lienholder has advanced the premium.
5. If there be any other insurance upon the within-described property, this Company shall be liable under this policy as to the Lienholder only for the proportion of such loss or damage that the sum hereby insured bears to the whole amount of valid and collectible insurance of similar character on said property under policies held by, payable to and expressly consented to by the Lienholder, and to the extent of payment so made this Company shall be subrogated (pro rata with all other insurers contributing to said payment) to all of the Lienholder's rights of contribution under said other insurance.
6. Whenever this Company shall pay to the Lienholder any sum for loss or damage under this policy and shall claim that as to the insured no liability therefor exists, this Company at its option, may pay to the Lienholder the whole principal sum and interest due or to become due from the insured on the obligation secured by the property insured under this policy, (with refund of all interest not accrued), and this Company shall thereupon receive a full assignment and transfer, without recourse, of said obligation and the security held as collateral thereto; but no subrogation shall impair the right of the Lienholder to recover the full amount of its claim.
7. The coverage granted under this policy shall continue in full force and effect as to the interest of the Lienholder only, for a period of ten (10) days after expiration of said policy unless an acceptable policy in renewal thereof with loss thereunder payable to the Lienholder in accordance with the terms of this Automobile Loss Payable Endorsement shall have been issued by some insurance company and accepted by the Lienholder. In the event of a loss not otherwise covered during the extended ten (10) day period herein referred to, an annual policy covering the same hazards to the property insured under the original policy shall be issued and accepted by the Lienholder and Mortgagee.
8. Should the ownership and right of possession of any of the property covered under this policy become vested in the Lienholder or its agent, this policy shall continue for the term thereof for the benefit of the Lienholder (with all incidents of ownership of the policy) but, in such event, Paragraphs two (2), five (5) and six (6) of this Automobile Loss Payable Endorsement shall no longer apply; provided, nevertheless, all privileges and endorsements which, by reason of the printed conditions of this policy, are or may be necessary to maintain the validity of the contract are hereby granted for a period of thirty (30) days and all notices likewise required to be given to the Company by the insured are hereby waived for a period of thirty (30) days with the exception of requirements applying at the time of or subsequent to a loss.
9. All notices herein provided to be given by the Company to the Lienholder in connection with this policy and this Automobile Loss Payable Endorsement shall be mailed to or delivered to the Lienholder at the address of its office or branch shown in this endorsement.

101678/VT POLICY NUMBER	INSURED	ENDT. #14 EFFECTIVE
LC 264 81 39	ANGELES CHEMICAL CO., INC., ETAL	5/17/78
FIREMAN'S FUND INSURANCE COMPANY THE AMERICAN INSURANCE COMPANY NATIONAL SURETY CORPORATION ASSOCIATED INDEMNITY CORPORATION AMERICAN AUTOMOBILE INSURANCE COMPANY		PRODUCER  <b>MAX BEHM &amp; ASSOCIATES INC.</b> COUNTERSIGNATURE OF AUTHORIZED AGENT
<i>Myron Du Baine</i> PRESIDENT		TOX

180012-12-57

FFIC0050766

FFIC\_EPA\_0000040

LEASED CAR ENDORSEMENT

WOODLAND HILLS B/O

IT IS AGREED THAT THE AUTOMOBILE DESCRIBED BELOW OR DESIGNATED IN THE POLICY AS SUBJECT TO THIS ENDORSEMENT SHALL BE DEEMED TO BE OWNED BY THE NAMED INSURED WHILE HIRED BY THE NAMED INSURED UNDER LONG TERM CONTRACT. THE INSURANCE UNDER THE LIABILITY COVERAGES OF THE POLICY SHALL COVER AS AN INSURED THE OWNER OR LESSEE OF SUCH AUTOMOBILE, BUT ONLY AS A PERSON OR ORGANIZATION LEGALLY RESPONSIBLE FOR THE ACTUAL USE OF SUCH AUTOMOBILE BY AN INDIVIDUAL WHO IS OTHERWISE AN INSURED UNDER THE POLICY WITH RESPECT TO SUCH AUTOMOBILE.

DESCRIPTION OF AUTOMOBILE:

1978 OLDS DELTA "88" COUPE #5825

LEASED FROM:

BOULEVARD LEASING  
1890 LONG BEACH BLVD  
LONG BEACH, CA

10/6/78/VT POLICY NUMBER	INSURED	ENDT. #15	EFFECTIVE
LC 264 81 39	ANGELES CHEMICAL CO., INC., ETAL		5/17/78
FIREMAN'S FUND INSURANCE COMPANY THE AMERICAN INSURANCE COMPANY NATIONAL SURETY CORPORATION ASSOCIATED INDEMNITY CORPORATION AMERICAN AUTOMOBILE INSURANCE COMPANY  <i>Myron R. Baird</i> PRESIDENT		PRODUCER MAX BEHM & ASSOCIATES INC. COUNTERSIGNATURE OF AUTHORIZED AGENT	

100647-6-73

FFIC0050791

FFIC\_EPA\_0000041



WOODLAND HILLS B/O

AUTO NO.	TERRITORY	P/R FACTOR
	82	.347

## ALL PURPOSE AUTOMOBILE ENDORSEMENT

It is agreed that the declarations or schedules of the policy are amended solely with respect to such and so many of the following particulars marked ☒. The entry therein specified is substituted for the corresponding entry appearing in the policy declarations or schedules and any prior amendments.

☐ ITEM 1. ☐ NAME ☐ ADDRESS ☐ OCCUPATION OF INSURED ☐ POLICY PERIOD IS CORRECTED TO READ:  
☐ PLACE OF GARAGING AUTO CHANGED TO READ: (IF DIFFERENT FROM ADDRESS)

☐ ITEM 2. a. AUTOMOBILE ADDED. THE COVERAGES INDICATED IN ITEM 5 OF THIS ENDORSEMENT SHALL APPLY TO THE FOLLOWING DESCRIBED AUTOMOBILE.

AUTO MODEL NO.	YEAR	FIN	TRADE NAME AND BODY TYPE	IDENTIFICATION NUMBER	PURCHASED MO. YR.	N/A	COST	SYMBOL AND AGE	CLASS RATE
79			BUICK REGAL	5593				7-1	199800

NAME AND ADDRESS OF LOSS PAYEE

(ENDORSEMENT APPLICABLE)

b. AUTOMOBILE ELIMINATED. THE INSURANCE AFFORDED BY THE POLICY SHALL CEASE TO COVER: AUTO # OR

MODEL YEAR	CLASS RATE	TRADE NAME	MOTOR NUMBER, SERIAL NUMBER OR IDENTIFICATION NUMBER

ITEM 3. ☐ THE INSURANCE AFFORDED IS AMENDED AS SHOWN IN THE SCHEDULE (ITEM 5) BELOW ONLY WITH RESPECT TO SUCH AND SO MANY OF THE COVERAGES AS INDICATED BY A MEANING "ADDED" R MEANING "REVISED" OR C MEANING "CANCELLED".

ITEM 4. ☐ CLASS RATE CHANGED TO AUTO # AUTO # AUTO #  
☐ OTHER CHANGES

ITEM 5. SCHEDULE		LIMITS OF LIABILITY		PREMIUMS AUTO			PREMIUMS AUTO		
A R OR C	COVERAGES			ANNUAL	ADDITIONAL	RETURN	ANNUAL	ADDITIONAL	RETURN
	BODILY INJURY LIABILITY	\$ AS PER	,000 EACH PERSON						
	PROPERTY DAMAGE LIABILITY	\$ CSL	,000 EACH ACCIDENT	\$362.	\$17.				
	COMBINED BODILY INJURY AND PROPERTY DAMAGE LIABILITY	\$ ENDT	,000 EACH OCCURRENCE	100.	5.				
	MEDICAL PAYMENTS	\$	EACH PERSON						
	(1) COMPREHENSIVE EXCLUDING COLLISION	ACTUAL CASH VALUE LESS	5000. DED.	36.	2.				
		\$	LESS \$ DED.	111.	5.				
	(2) PERSONAL EFFECTS	\$100	††						
	COLLISION	ACTUAL CASH VALUE LESS	200. DEDUCTIBLE	243.	11.				
	FIRE, LIGHTNING AND TRANSPORTATION	ACTUAL CASH VALUE OR							
	THEFT (BROAD FORM)	ACTUAL CASH VALUE OR							
	COMBINED ADDITIONAL COVERAGE	ACTUAL CASH VALUE OR							
	TOWING AND LABOR COSTS	\$25	PER DISBURSEMENT						
	UNINSURED MOTORISTS (BODILY INJURY ONLY)	\$	100,000 EACH PERSON						
		\$	300,000 EACH ACCIDENT	30.	1.				
			SUB TOTAL						

ENDORSEMENTS ATTACHED

† EACH ACCIDENT OR EACH OCCURRENCE AS INDICATED IN POLICY	* ADDITIONAL PREMIUM	* RETURN PREMIUM
†† APPLICABLE ONLY TO FAMILY AUTO COVERAGE IF AFFORDED TOTAL	\$ 41.	\$

\* \$ PAYABLE ON EFFECTIVE DATE OF ENDORSEMENT; SUBSEQUENT INSTALLMENT(S) DUE AMENDED TO \$

1/19/79/VT POLICY NUMBER	POLICY EXPIRATION DATE	INSURED	ENDORSEMENT EFFECTIVE DATE
LC 264 81 39	1/1/79	ANGELES CHEMICAL CO., INC., ETAL	12/15/78
FIREMAN'S FUND INSURANCE COMPANY THE AMERICAN INSURANCE COMPANY NATIONAL SURETY CORPORATION ASSOCIATED INDEMNITY CORPORATION AMERICAN AUTOMOBILE INSURANCE COMPANY		PRODUCER	
Miguel An Bains PRESIDENT		MAX BERNARD AS SURETY, INC. AUTHORIZED AGENT	

100155-676 REV

FFIC0050751

FFIC\_EPA\_0000042



WOODLAND HILLS B/O

LEASED CAR ENDORSEMENT

IT IS AGREED THAT THE AUTOMOBILE DESCRIBED BELOW OR DESIGNATED IN THE POLICY AS SUBJECT TO THIS ENDORSEMENT SHALL BE DEEMED TO BE OWNED BY THE NAMED INSURED WHILE HIRED BY THE NAMED INSURED UNDER LONG TERM CONTRACT. THE INSURANCE UNDER THE LIABILITY COVERAGES OF THE POLICY SHALL COVER AS AN INSURED THE OWNER OR LESSEE OF SUCH AUTOMOBILE, BUT ONLY AS A PERSON OR ORGANIZATION LEGALLY RESPONSIBLE FOR THE ACTUAL USE OF SUCH AUTOMOBILE BY AN INDIVIDUAL WHO IS OTHERWISE AN INSURED UNDER THE POLICY WITH RESPECT TO SUCH AUTOMOBILE.

DESCRIPTION OF AUTOMOBILE: 1979 BUICK REGAL #5593

LEASED FROM: BOULEVARD LEASING  
1890 LONG BEACH BLVD  
LONG BEACH, CA 90806

1/11/79/VT

ENDT.#17

POLICY NUMBER	INSURED	EFFECTIVE
LC 264 81 39	ANGELES CHEMICAL CO., INC., ETAL	12/15/78
FIREMAN'S FUND INSURANCE COMPANY THE AMERICAN INSURANCE COMPANY NATIONAL SURETY CORPORATION ASSOCIATED INDEMNITY CORPORATION AMERICAN AUTOMOBILE INSURANCE COMPANY <i>Myron R. Bain</i> PRESIDENT		PRODUCER MAX BEHM & ASSOC., INC. COUNTERSIGNATURE OF AUTHORIZED AGENT

100647-6-73

FFIC0050792

FFIC\_EPA\_0000043

WOODLAND HILLS B/O

LOSS PAYABLE CLAUSE  
(Optional — Pacific Coast Form)

NAME AND ADDRESS OF LOSS PAYEE	REFERENCE TO "PROPERTY" IN THIS ENDORSEMENT MEANS: (SCHEDULE, ITEM NUMBER, ETC.)
BANK OF AMERICA 1840 LONG BEACH BLVD LONG BEACH, CA 90806	1979 BUICK REGAL #5593

With respect to the interest of the Lienholder named as Loss Payee above, its successors and assigns, (hereinafter called the Lienholder) in its capacity as conditional Vendor or Mortgagee or otherwise, in the property insured under this policy, this Company hereby agrees as follows:

1. Loss or damage, if any, to the property described in this policy shall be payable firstly to the Lienholder and secondly to the insured, as their interests may appear, provided nevertheless that upon demand by the Lienholder upon the Company for separate settlement the amount of said loss shall be paid directly to the Lienholder to the extent of its interest and the balance, if any, shall be payable to the insured.
2. The insurance under this policy as to the interest only of the Lienholder shall not be impaired in any way by any change in the title or ownership of the property or by any breach of warranty or condition of the policy, or by any omission or neglect, or by the performance of any act in violation of any terms or conditions of the policy or because of the failure to perform any act required by the terms or conditions of the policy or because of the subjection of the property to any conditions, use or operation not permitted by the policy or because of any false statement concerning this policy or the subject thereof, by the insured or the insured's employees, agents or representatives; whether occurring before or after the attachment of this agreement, or whether before or after the loss; PROVIDED, however, that the wrongful conversion, embezzlement or secretion by the Purchaser, Mortgagee, or Lessee in possession of the insured property under mortgage, conditional sale contract, lease agreement, or other contract is not covered under this policy, unless specifically insured against and premium paid therefor.
3. In the event of failure of the insured to pay any premium or additional premium which shall be or become due under the terms of this policy, this Company agrees to give written notice to the Lienholder of such non-payment of premium after sixty (60) days from and within one hundred and twenty (120) days after due date of such premium and it is a condition of the continuance of the rights of the Lienholder hereunder that the Lienholder when so notified in writing by this Company of the failure of the insured to pay such premium shall pay or cause to be paid the premium due within ten (10) days following receipt of the Company's demand in writing therefor. If the Lienholder shall decline to pay said premium or additional premium, the rights of the Lienholder under this Automobile Loss Payable Endorsement shall not be terminated before ten (10) days after receipt of said written notice by the Lienholder.
4. If the Company elects to cancel this policy in whole or in part for non-payment of premium, or for any other reason, the Company will forward a copy of the cancellation notice to the Lienholder at its office specified hereinafter concurrently with the sending of notice to the insured but in such case this policy shall continue in force for the benefit of the Lienholder only for ten (10) days after written notice of such cancellation is received by the Lienholder. In no event, as to the interest only of the Lienholder, shall cancellation of any insurance under this policy covering the property described in the policy be effected at the request of the insured before ten (10) days after written notice of request for cancellation shall have been given to the Lienholder by the Company. In the event of cancellation of this policy the unearned premium shall be paid to the Lienholder, provided the said Lienholder has advanced the premium.
5. If there be any other insurance upon the within-described property, this Company shall be liable under this policy as to the Lienholder only for the proportion of such loss or damage that the sum hereby insured bears to the whole amount of valid and collectible insurance of similar character on said property under policies held by, payable to and expressly consented to by the Lienholder, and to the extent of payment so made this Company shall be subrogated (pro rata with all other insurers contributing to said payment) to all of the Lienholder's rights of contribution under said other insurance.
6. Whenever this Company shall pay to the Lienholder any sum for loss or damage under this policy and shall claim that as to the insured no liability therefor exists, this Company at its option, may pay to the Lienholder the whole principal sum and interest due or to become due from the insured on the obligation secured by the property insured under this policy, (with refund of all interest not accrued), and this Company shall thereupon receive a full assignment and transfer, without recourse, of said obligation and the security held as collateral thereto; but no subrogation shall impair the right of the Lienholder to recover the full amount of its claim.
7. The coverage granted under this policy shall continue in full force and effect as to the interest of the Lienholder only, for a period of ten (10) days after expiration of said policy unless an acceptable policy in renewal thereof with loss thereunder payable to the Lienholder in accordance with the terms of this Automobile Loss Payable Endorsement shall have been issued by some insurance company and accepted by the Lienholder. In the event of a loss not otherwise covered during the extended ten (10) day period herein referred to, an annual policy covering the same hazards to the property insured under the original policy shall be issued and accepted by the Lienholder and Mortgagee.
8. Should the ownership and right of possession of any of the property covered under this policy become vested in the Lienholder or its agent, this policy shall continue for the term thereof for the benefit of the Lienholder (with all incidents of ownership of the policy) but, in such event, Paragraphs two (2), five (5) and six (6) of this Automobile Loss Payable Endorsement shall no longer apply; provided, nevertheless, all privileges and endorsements which, by reason of the printed conditions of this policy, are or may be necessary to maintain the validity of the contract are hereby granted for a period of thirty (30) days and all notices likewise required to be given to the Company by the insured are hereby waived for a period of thirty (30) days with the exception of requirements applying at the time of or subsequent to a loss.
9. All notices herein provided to be given by the Company to the Lienholder in connection with this policy and this Automobile Loss Payable Endorsement shall be mailed to or delivered to the Lienholder at the address of its office or branch shown in this endorsement.

1/19776277	NUMBER	INSURED	ENDT. #18	EFFECTIVE
LC 264 81 39		ANGELES CHEMICAL CO., INC., ETAL		12/15/78
FIREMAN'S FUND INSURANCE COMPANY THE AMERICAN INSURANCE COMPANY NATIONAL SURETY CORPORATION ASSOCIATED INDEMNITY CORPORATION AMERICAN AUTOMOBILE INSURANCE COMPANY		PRODUCER		
MAY 20 1978 COUNTERSIGNATURE OF AUTHORIZED AGENT		MAY 20 1978 COUNTERSIGNATURE OF AUTHORIZED AGENT		
PRESIDENT		70.X		

180012-12-67

FFIC0050750

FFIC\_EPA\_0000044

This endorsement modifies such insurance as is afforded by the provisions of the policy relating to the following:  
**COMPREHENSIVE AUTOMOBILE LIABILITY INSURANCE — BASIC AUTOMOBILE LIABILITY INSURANCE**

**AMENDMENT OF DEFINITION OF "AUTOMOBILE BUSINESS" — CALIFORNIA**

It is agreed that the definition of "automobile business" in this policy is deleted and replaced by the following:

"automobile business" means the business or occupation of selling, repairing, servicing, delivering, testing, road-testing, parking, or storing automobiles.

FIREMAN'S FUND INSURANCE COMPANY  
THE AMERICAN INSURANCE COMPANY  
NATIONAL SURETY CORPORATION  
ASSOCIATED INDEMNITY CORPORATION  
AMERICAN AUTOMOBILE INSURANCE COMPANY

71-X

*Myron B. Davis*

PRESIDENT

100904-B-74





AGREEMENT TO DELETE PROTECTION AGAINST UNINSURED MOTORISTS INSURANCE  
(CALIFORNIA)

Section 11580.2(a) of the California Insurance Code requires an insurer to provide uninsured motorists coverage in each bodily injury liability insurance policy it issues covering liability arising out of the ownership, maintenance, or use of a motor vehicle. Such section also permits the insurer and the applicant to delete such coverage completely or with respect to one or more natural persons designated by name when operating a motor vehicle. Uninsured motorists coverage insures the insured, his heirs, or legal representatives for all sums within the financial responsibility limits which such person or persons are legally entitled to recover as damages for bodily injury, including any resulting sickness, disease, or death, to him from the owner or operator of an uninsured motor vehicle not owned or operated by the insured.

Pursuant to the authority of said Section 11580.2(a) of the California Insurance Code, both the name of insured and the insurer designated below hereby agree as indicated below by ☒ , as follows:

- ☐ 1. Protection Against Uninsured Motorists Insurance is deleted in its entirety from the policy issued by the insurer.
- ☒ 2. Protection Against Uninsured Motorists Insurance is deleted from the policy issued by the insurer with respect to the ownership, maintenance or use of any motor vehicle of the Commercial type(s).
- ☐ 3. Protection Against Uninsured Motorists Insurance does not cover as an insured the following named person(s) when operating a motor vehicle:  
Named Person(s) \_\_\_\_\_

Agreed: Angelus Chemical Co., Inc. & Stallion Tank Lines, Inc. Date \_\_\_\_\_  
Name of Insured

By \_\_\_\_\_  
General Partner, Officer, Etc.--State Capacity

Insurer \_\_\_\_\_

Policy Number LC 264 81 39



**AGREEMENT TO DELETE PROTECTION AGAINST UNINSURED MOTORISTS INSURANCE  
(CALIFORNIA)**

Section 11580.2(a) of the California Insurance Code requires an insurer to provide uninsured motorists coverage in each bodily injury liability insurance policy it issues covering liability arising out of the ownership, maintenance, or use of a motor vehicle. Such section also permits the insurer and the applicant to delete such coverage completely or with respect to one or more natural persons designated by name when operating a motor vehicle. Uninsured motorists coverage insures the insured, his heirs, or legal representatives for all sums within the financial responsibility limits which such person or persons are legally entitled to recover as damages for bodily injury, including any resulting sickness, disease, or death, to him from the owner or operator of an uninsured motor vehicle not owned or operated by the insured.

Pursuant to the authority of said Section 11580.2(a) of the California Insurance Code, both the name of insured and the insurer designated below hereby agree as indicated below by ☒ , as follows:

- ☐ 1. Protection Against Uninsured Motorists Insurance is deleted in its entirety from the policy issued by the insurer.
- ☒ 2. Protection Against Uninsured Motorists Insurance is deleted from the policy issued by the insurer with respect to the ownership, maintenance or use of any motor vehicle of the Commercial type(s).
- ☐ 3. Protection Against Uninsured Motorists Insurance does not cover as an insured the following named person(s) when operating a motor vehicle:  
Named Person(s) \_\_\_\_\_

Agreed: Angelus Chemical Co., Inc. &  
Name of Insured Stallion Tank Lines, Inc. Date \_\_\_\_\_

By \_\_\_\_\_  
General Partner, Officer, Etc.--State Capacity

Insurer \_\_\_\_\_

Policy Number LC 264 81 39

# COVERAGE PART — COMPREHENSIVE GENERAL LIABILITY INSURANCE

## SCHEDULE

THE INSURANCE AFFORDED IS ONLY WITH RESPECT TO SUCH OF THE FOLLOWING COVERAGES AS ARE INDICATED BY SPECIFIC PREMIUM CHARGE OR CHARGES. THE LIMIT OF THE COMPANY'S LIABILITY AGAINST EACH SUCH COVERAGE SHALL BE AS STATED HEREIN, SUBJECT TO ALL THE TERMS OF THIS POLICY HAVING REFERENCE THERETO.

COVERAGES		LIMITS OF LIABILITY				
A. BODILY INJURY LIABILITY	\$	As Per	,000 EACH OCCURRENCE			
	\$		,000 AGGREGATE			
B. PROPERTY DAMAGE LIABILITY	\$	CSL	,000 EACH OCCURRENCE			
	\$	Endt.	,000 AGGREGATE			
GENERAL LIABILITY HAZARDS						
DESCRIPTION OF HAZARDS	CODE NO.	PREMIUM BASE	RATES		ADVANCE PREMIUM	
			BODILY INJURY	PROPERTY DAMAGE	BODILY INJURY	PROPERTY DAMAGE
PREMIER — OPERATIONS						
Chemical Mfg.	52-28106X X	(A) AREA (SQ. FT.)	(A) PER 100 SQ. FT. OF AREA			
		(B) FRONTAGE	(B) PER LINEAR FT.			
		(C) REMUNERATION	(C) PER 100 OF REMUNERATION			
		C)55,000	1.608	.504	884.	277.
		C)55,000	---	.279	---	153.
Truckman	52-42133	C)35,000	1.157	.531	405.	186.
Excess Limits	48-99901	Flat				45.
Multi Cover	48-90003	10%			1,004.	665.
ESCALATORS (NUMBER AT PREMISES)		NUMBER INSURED	PER LANDING			
NAI						
INDEPENDENT CONTRACTORS		COST	PER 100 OF COST			
NAI						
COMPLETED OPERATIONS		(A) RECEIPTS	(A) PER \$1,000 OF RECEIPTS			
NAI						
PRODUCTS		(B) SALES	(A) PER \$1,000 OF SALES			
Chemical Mfg.	55-28905a	b)700,000	2.880	3.960	2,016.	2,772.
Manufacturers Representatives	55-89981	b)4,000,000	.802	.370	3,368.	1,554.
Stores, N.O.C.	55-50991	b)2,100,000	1.603	.792	3,366.	1,663.
ENDORSEMENTS ATTACHED						
TOTAL ADVANCE PREMIUM ▶						\$ 18,358.

## ADDITIONAL DECLARATIONS

LOCATION OF ALL PREMISES OWNED BY, RENTED TO OR CONTROLLED BY THE NAMED INSURED (ENTER "SAME" IF LOCATION SAME AS ADDRESS IN ITEM 1 OF DECLARATIONS)

INTEREST OF NAMED INSURED IN SUCH PREMISES:

☐ OWNER ☐ TENANT ☐ GENERAL LESSEE  
PART OCCUPIED BY NAMED INSURED

The foregoing discloses all hazards insured hereunder known to exist at the effective date of this policy, unless otherwise stated herein.

## I. COVERAGE A—BODILY INJURY LIABILITY

## COVERAGE B—PROPERTY DAMAGE LIABILITY

The Company will pay on behalf of the insured all sums which the insured shall become legally obligated to pay as damages because of

Coverage A, bodily injury or

Coverage B, property damage

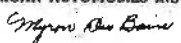
to which this insurance applies, caused by an occurrence, and the Company shall have the right and duty to defend any suit against the insured seeking damages on account of such bodily injury or property damage, even if any of the allegations of the suit are groundless, false or fraudulent, and may make such investigation and settlement of any claim or suit as it deems expedient, but the Company shall not be obligated to pay any claim or judgment or to defend any suit after the applicable limit of the Company's liability has been exhausted by payment of judgments or settlements.

## Exclusions

This insurance does not apply:

(a) to liability assumed by the insured under any contract or agreement except an incidental contract; but this exclusion does not apply to a warranty of fitness or quality of the named insured's products or a warranty that work performed by or on behalf of the named insured will be done in a workmanlike manner;

(Continued on Reverse Side)

POLICY NUMBER	INSURED	EFFECTIVE
LC 264 81 39		
FIREMAN'S FUND INSURANCE COMPANY THE AMERICAN INSURANCE COMPANY NATIONAL SURETY CORPORATION ASSOCIATED INDEMNITY CORPORATION AMERICAN AUTOMOBILE INSURANCE COMPANY		PRODUCER
 PRESIDENT		COUNTERSIGNATURE OF AUTHORIZED AGENT

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(Continued from Obverse Side)

- (b) to bodily injury or property damage arising out of the ownership, maintenance, operation, use, loading or unloading of (1) any automobile or aircraft owned or operated by or rented or loaned to any insured, or (2) any other automobile or aircraft operated by any person in the course of his employment by any insured; but this exclusion does not apply to the parking of an automobile on premises owned by, rented to or controlled by the named insured or the ways immediately adjoining, if such automobile is not owned by or rented or loaned to any insured;
- (c) to bodily injury or property damage arising out of (1) the ownership, maintenance, operation, use, loading or unloading of any mobile equipment while being used in any prearranged or organized racing, speed or demolition contest or in any stunting activity or in practice or preparation for any such contest or activity or (2) the operation or use of any snowmobile or trailer designed for use therewith;
- (d) to bodily injury or property damage arising out of and in the course of the transportation of mobile equipment by an automobile owned or operated by or rented or loaned to any insured;
- (e) to bodily injury or property damage arising out of the ownership, maintenance, operation, use, loading or unloading of (1) any watercraft owned or operated by or rented or loaned to any insured, or (2) any other watercraft operated by any person in the course of his employment by any insured; but this exclusion does not apply to watercraft while ashore on premises owned by, rented to or controlled by the named insured;
- (f) to bodily injury or property damage arising out of the discharge, dispersal, release or escape of smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, liquids or gases, waste materials or other irritants, contaminants or pollutants into or upon land, the atmosphere or any water course or body of water; but this exclusion does not apply if such discharge, dispersal, release or escape is sudden and accidental;
- (g) to bodily injury or property damage due to war, whether or not declared, civil war, insurrection, rebellion or revolution or to any act or condition incident to any of the foregoing, with respect to (1) liability assumed by the insured under an incidental contract, or (2) expenses for first aid under the Supplementary Payments provision;
- (h) to bodily injury or property damage for which the insured or his indemnitee may be held liable (1) as a person or organization engaged in the business of manufacturing, distributing, selling or serving alcoholic beverages, or (2) if not so engaged, as an owner or lessor of premises used for such purposes, if such liability is imposed (i) by, or because of the violation of, any statute, ordinance or regulation pertaining to the sale, gift, distribution or use of any alcoholic beverage, or (ii) by reason of the selling, serving or giving of any alcoholic beverage to a minor or to a person under the influence of alcohol or which causes or contributes to the intoxication of any person; but part (ii) of this exclusion does not apply with respect to liability of the insured or his indemnitee as an owner or lessor described in (2) above;
- (i) to any obligation for which the insured or any carrier as his insurer may be held liable under any workmen's compensation, unemployment compensation or disability benefits law, or under any similar law;
- (j) to bodily injury to any employee of the insured arising out of and in the course of his employment by the insured or to any obligation of the insured to indemnify another because of damages arising out of such injury; but this exclusion does not apply to liability assumed by the insured under an incidental contract;
- (k) to property damage to (1) property owned or occupied by or rented to the insured, (2) property used by the insured, or (3) property in the care, custody or control of the insured or as to which the insured is for any purpose exercising physical control; but parts (2) and (3) of this exclusion do not apply with respect to liability under a written sidetrack agreement and part (3) of this exclusion does not apply with respect to property damage (other than to elevators) arising out of the use of an elevator at premises owned by, rented to or controlled by the named insured;
- (l) to property damage to premises alienated by the named insured arising out of such premises or any part thereof;
- (m) to loss of use of tangible property which has not been physically injured or destroyed resulting from (1) a delay in or lack of performance by or on behalf of the named insured of any contract or agreement, or (2) the failure of the named insured's products or work performed by or on behalf of the named insured to meet the level of performance, quality, fitness or durability warranted or represented by the named insured; but this exclusion does not apply to loss of use of other tangible property resulting from the sudden and accidental physical injury to or destruction of the named insured's products or work performed by or on behalf of the named insured after such products or work have been put to use by any person or organization other than an insured;
- (n) to property damage to the named insured's products arising out of such products or any part of such products;
- (o) to property damage to work performed by or on behalf of the named insured arising out of the work or any portion thereof, or out of materials, parts or equipment furnished in connection therewith;
- (p) to damages claimed for the withdrawal, inspection, repair, replacement, or loss of use of the named insured's products or work completed by or for the named insured or of any property of which such products or work form a part, if such products, work or property are withdrawn from the market or from use because of any known or suspected defect or deficiency therein.

#### II. PERSONS INSURED

Each of the following is an insured under this insurance to the extent set forth below:

- (a) if the named insured is designated in the declarations as an individual, the person so designated but only with respect to the conduct of a business of which he is the sole proprietor, and the spouse of the named insured with respect to the conduct of such a business;
- (b) if the named insured is designated in the declarations as a partnership or joint venture, the partnership or joint venture so designated and any partner or member thereof but only with respect to his liability as such;
- (c) if the named insured is designated in the declarations as other than an individual, partnership or joint venture, the organization so designated and any executive officer, director or stockholder thereof while acting within the scope of his duties as such;
- (d) any person (other than an employee of the named insured) or organization while acting as real estate manager for the named insured; and
- (e) with respect to the operation, for the purpose of locomotion upon a public highway, of mobile equipment registered under any motor vehicle registration law, (1) an employee of the named insured while operating any such equipment in the course of his employment, and (2) any other person while operating with the permission of the named insured any such equipment registered in the name of the named insured and any person or organization legally responsible for such operation, but only if there is no other valid and collectible insurance available, either on a primary or excess basis, to such person or organization; provided that no person or organization shall be an insured under this paragraph (e) with respect to: (1) bodily injury to any fellow employee of such person injured in the course of his employment, or (2) property damage to property owned by, rented to, in charge of or occupied by the named insured or the employer of any person described in subparagraph (ii). This insurance does not apply to bodily injury or property damage arising out of the conduct of any partnership or joint venture of which the insured is a partner or member and which is not designated in this policy as a named insured.

#### III. LIMITS OF LIABILITY

Regardless of the number of (1) insureds under this policy, (2) persons or organizations who sustain bodily injury or property damage, or (3) claims made or suits brought on account of bodily injury or property damage, the Company's liability is limited as follows:

**Coverage A**—The total liability of the Company for all damages, including damages for care and loss of services, because of bodily injury sustained by one or more persons as the result of any one occurrence shall not exceed the limit of bodily injury liability stated in the schedule as applicable to "each occurrence."

Subject to the above provision respecting "each occurrence", the total liability of the Company for all damages because of (1) all bodily injury included within the completed operations hazard and (2) all bodily injury included within the products hazard shall not exceed the limit of bodily injury liability stated in the schedule as "aggregate."

**Coverage B**—The total liability of the Company for all damages because of all property damage sustained by one or more persons or organizations as the result of any one occurrence shall not exceed the limit of property damage liability stated in the schedule as applicable to "each occurrence."

Subject to the above provision respecting "each occurrence", the total liability of the Company for all damages because of all property damage to which this coverage applies and described in any of the numbered subparagraphs below shall not exceed the limit of property damage liability stated in the schedule as "aggregate": (1) all property damage arising out of premises or operations rated on a remuneration basis or contractor's equipment rated on a receipts basis, including property damage for which liability is assumed under any incidental contract relating to such premises or operations, but excluding property damage included in subparagraph (2) below; (2) all property damage arising out of and occurring in the course of operations performed for the named insured by independent contractors and general supervision thereof by the named insured, including any such property damage for which liability is assumed under any incidental contract relating to such operations; but this subparagraph (2) does not include property damage arising out of maintenance or repairs of premises owned by or rented to the named insured or structural alterations at such premises which do not involve changing the size of or moving buildings or other structures; (3) all property damage included within the products hazard and all property damage included within the completed operations hazard.

Such aggregate limit shall apply separately to the property damage described in subparagraphs (1), (2) and (3) above, and under subparagraphs (1) and (2), separately with respect to each project away from premises owned by or rented to the named insured.

**Coverages A and B**—For the purpose of determining the limit of the Company's liability, all bodily injury and property damage arising out of continuous or repeated exposure to substantially the same general conditions shall be considered as arising out of one occurrence.

#### IV. POLICY TERRITORY

This insurance applies only to bodily injury or property damage which occurs within the policy territory.

When used as a premium basis:

"admissions" means the total number of persons, other than employees of the named insured, admitted to the event insured or to events conducted on the premises whether on paid admission tickets, complimentary tickets or passes;

"cost" means the total cost to the named insured with respect to operations performed for the named insured during the policy period by independent contractors of all work let or sub-let in connection with each specific project, including the cost of all labor, materials and equipment furnished, used or devoted for use in the execution of such work, whether furnished by the owner, contractor or subcontractor, including all fees, allowances, bonuses or commissions made, paid or due;

"receipts" means the gross amount of money charged by the named insured for such operations by the named insured or by others during the policy period as are rated on a receipts basis other than receipts from telecasting, broadcasting or motion pictures and includes taxes, other than taxes which the named insured collects as a separate item and remits directly to a governmental division; "remuneration" means the entire remuneration earned during the policy period by proprietors and by all employees of the named insured, other than chauffeurs (except operators of mobile equipment) and aircraft pilots and co-pilots, subject to any overtime earnings or limitation of remuneration rule applicable; in accordance with the manuals in use by the Company;

"sales" means the gross amount of money charged by the named insured or by others trading under his name for all goods and products sold or distributed during the policy period and stored during the policy period for installation, servicing or repair, and includes taxes.



## THE COMPANY DESIGNATED ON THE DECLARATION PAGE

(Mailing Address: P.O. Box 3395, San Francisco, California 94119)

In consideration of the payment of the premium, in reliance upon the statements in the declarations made a part hereof and subject to all of the terms of this policy, agrees with the named insured as follows:

### DEFINITIONS

When used in this policy (including endorsements forming a part hereof):

"automobile" means a land motor vehicle, trailer or semi-trailer designed for travel on public roads (including any machinery or apparatus attached thereto), but does not include mobile equipment.

**Bodily injury means bodily injury, sickness or disease sustained by any person which occurs during the policy period, including death at any time resulting therefrom.**

"completed operations hazard" includes bodily injury and property damage arising out of operations or reliance upon a representation or warranty made at any time with respect thereto, but only if the bodily injury or property damage occurs after such operations have been completed or abandoned and occurs away from premises owned by or rented to the named insured. "Operations" include materials, parts or equipment furnished in connection therewith. Operations shall be deemed completed at the earliest of the following times:

- (1) when all operations to be performed by or on behalf of the named insured under the contract have been completed;
- (2) when all operations to be performed by or on behalf of the named insured at the site of the operations have been completed; or
- (3) when the portion of the work out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

Operations which may require further service or maintenance work, or correction, repair or replacement because of any defect or deficiency, but which are otherwise complete, shall be deemed completed.

The completed operations hazard does not include bodily injury or property damage arising out of:

- a) operations in connection with the transportation of property, unless the bodily injury or property damage arises out of a condition on or on a vehicle created by the loading or unloading thereof;
- b) the existence of tools, uninstalled equipment or abandoned or used materials; or
- c) operations for which the classification stated in the policy or in the Company's manual specifies "including completed operations";

"elevator" means any hoisting or lowering device to connect floors or landings, whether or not in service, and all appliances thereof including any car, platform, shaft, hoistway, stairway, runway, power equipment and machinery; but does not include an automobile servicing hoist, or a hoist without a platform outside a building without mechanical power or if not attached to building walls, a hoist or material hoist used in alteration, construction or demolition operations, or an inclined conveyor used exclusively for carrying property or a dumbwaiter used exclusively for carrying property and having a compartment height not exceeding four feet;

"incidental contract" means any written (1) lease of premises, (2) agreement, except in connection with construction or motion operations on or adjacent to a railroad, (3) undertaking indemnify a municipality required by municipal ordinance, except in connection with work for the municipality, (4) sidetrack agreement, or (5) elevator maintenance agreement;

"insured" means any person or organization qualifying as an insured in the "Persons Insured" provision of the applicable insurance coverage. The insurance afforded applies separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the Company's liability;

"mobile equipment" means a land vehicle (including any machinery or apparatus attached thereto), whether or not self-propelled, (1) not subject to motor vehicle registration, or (2) maintained for use exclusively on premises owned by or rented to the named insured, including the ways immediately adjoining, or (3) designed for use principally off public roads, or (4) designed or maintained for the sole purpose of attending mobility to equipment of the following types forming an integral part of or permanently attached to such vehicle: power cranes, shovels, loaders, diggers and drills; concrete mixers (other than the mix-in-transit type); graders, scrapers, rollers and other road construction or repair equipment; air-compressors, pumps and generators, including spraying, welding and building cleaning equipment; and geophysical exploration and well servicing equipment;

"named insured" means the person or organization named in Item 1. of the declarations of this policy;

"named insured's products" means goods or products manufactured, sold, handled or distributed by the named insured or by others trading under his name, including any container thereof (other than a vehicle), but "named insured's products" shall not include a vending machine or any property other than such container, rented to or located for use of others but not sold;

"occurrence" means an accident, including continuous or repeated exposure to conditions, which results in bodily injury or property damage neither expected nor intended from the standpoint of the insured;

"policy territory" means:

- (1) the United States of America, its territories or possessions, or Canada, or
- (2) international waters or air space, provided the bodily injury or property damage does not occur in the course of travel or transportation to or from any other country, state or nation, or
- (3) anywhere in the world with respect to damages because of bodily injury or property damage arising out of a product which was sold for use or consumption within the territory described in paragraph (1) above, provided the original suit for such damages is brought within such territory;

"products hazard" includes bodily injury and property damage arising out of the named insured's products or reliance upon a representation or warranty made at any time with respect thereto, but only if the bodily injury or property damage occurs away from premises owned by or rented to the named insured and after physical possession of such products has been relinquished to others;

"property damage" means (1) physical injury to or destruction of tangible property which occurs during the policy period, including the loss of use thereof at any time resulting therefrom, or (2) loss of use of tangible property which has not been physically injured or destroyed provided such loss of use is caused by an occurrence during the policy period;

### SUPPLEMENTARY PAYMENTS

Company will pay, in addition to the applicable limit of liability: all expenses incurred by the Company, all costs taxed against insured in any suit defended by the Company, and all interest on entire amount of any judgment therein which accrues after the date of the judgment and before the Company has paid or tendered or deposited in court that part of the judgment which does not exceed the limit of the Company's liability thereon; premiums on appeal bonds required in any such suit, premium bonds to release attachments in any such suit for an amount in excess of the applicable limit of liability of this policy, and cost of bail bonds required of the insured because of accident

or traffic law violation arising out of the use of any vehicle to which this policy applies, not to exceed \$250 per bail bond, but the Company shall have no obligation to apply for or furnish any such bonds;

(c) expenses incurred by the insured for first aid to others at the time of an accident, for bodily injury to which this policy applies;

(d) reasonable expenses incurred by the insured at the Company's request in assisting the Company in the investigation or defense of any claim or suit, including actual loss of earnings not to exceed \$25 per day.



### CONDITIONS

**1. Premiums:** All premiums for this policy shall be computed in accordance with the Company's rules, rates, rating plans, premiums and minimum premiums applicable to the insurance afforded herein.

Premium designated in this policy as "advance premium" is a deposit premium only which shall be credited to the amount of the earned premium due at the end of the policy period. At the close of each period (or part thereof terminating with the end of the policy period) designated in the declarations as the audit period the earned premium shall be computed for such period and, upon notice thereof to the named insured, shall become due and payable. If the total earned premium for the policy period is less than the premium previously paid, the Company shall return to the named insured the unearned portion paid by the named insured.

The named insured shall maintain records of such information as is necessary for premium computation, and shall send copies of such records to the Company at the end of the policy period and at such times during the policy period as the Company may direct.

**2. Inspection and Audit:** The Company shall be permitted but not obligated to inspect the named insured's property and operations at any time. Neither the Company's right to make inspections nor the making thereof nor any report thereon shall constitute an undertaking, on behalf of or for the benefit of the named insured or others, to determine or warrant that such property or operations are safe or healthful, or are in compliance with any law, rule or regulation.

The Company may examine and audit the named insured's books and records at any time during the policy period and extensions hereof and within three years after the final termination of this policy, as far as they relate to the subject matter of this insurance.

**3. Financial Responsibility Laws:** When this policy is certified as proof of financial responsibility for the future under the provisions of any motor vehicle financial responsibility law, such insurance is afforded by this policy for bodily injury liability or for property damage liability shall comply with the provisions of such law to the extent of the coverage and limits of liability required by such law. The insured agrees to reimburse the Company for any payment made by the Company which it would not have been obligated to make under the terms of this policy except for the agreement contained in this paragraph.

#### Insured's Duties in the Event of Occurrence, Claim or Suit

In the event of an occurrence, written notice containing particulars sufficient to identify the insured and also reasonably obtainable information with respect to the time, place and circumstances thereof, and the names and addresses of the injured and available witnesses, shall be given by or for the insured to the company or any of its authorized agents as soon as practicable.

If claim is made or suit is brought against the insured, the insured shall immediately forward to the Company every demand, notice, summons or other process received by him or his representative.

The insured shall cooperate with the Company and, upon the company's request, assist in making settlements, in the conduct of and in enforcing any right of contribution or indemnity against person or organization who may be liable to the insured because of injury or damage with respect to which insurance is afforded under this policy; and the insured shall

and trials and assist in securing and giving evidence and obtaining the attendance of witnesses. The insured shall not, except at his own cost, voluntarily make any payment, assume any obligation or incur any expense other than for first aid to others at the time of accident.

**4. Action Against Company:** No action shall lie against the Company unless, as a condition precedent thereto, there shall have been full compliance with all of the terms of this policy, nor until the amount of the insured's obligation to pay shall have been finally determined either by judgment against the insured after actual trial or by written agreement of the insured, the claimant and the Company.

Any person or organization or the legal representative thereof who has secured such judgment or written agreement shall thereafter be entitled to recover under this policy to the extent of the insurance afforded by this policy. No person or organization shall have any right under this policy to join the Company as a party to any action against the insured to determine the insured's liability, nor shall the Company be impleaded by the insured or his legal representative. Bankruptcy or insolvency of the insured or of the insured's estate shall not relieve the Company of any of its obligations hereunder.

**5. Other Insurance:** The insurance afforded by this policy is primary insurance, except when stated to apply in excess of or contingent upon the absence of other insurance. When this insurance is primary and the insured has other insurance which is stated to be applicable to the loss on an excess or contingent basis, the amount of the Company's liability under this policy shall not be reduced by the existence of such other insurance.

When both this insurance and other insurance apply to the loss on the same basis, whether primary, excess or contingent, the Company shall not be liable under this policy for a greater proportion of the loss than that stated in the applicable contribution provision below:

(a) **Contribution by Equal Shares.** If all of such other valid and collectible insurance provides for contribution by equal shares, the Company shall not be liable for a greater proportion of such loss than would be payable if each insurer contributes an equal share until the share of each insurer equals the lowest applicable limit of liability under any one policy or the full amount of the loss is paid, and with respect to any amount of loss not so paid the remaining insurers then continue to contribute equal shares of the remaining amount of the loss until each such insurer has paid its limit in full or the full amount of the loss is paid.

(b) **Contribution by Limits.** If any of such other insurance does not provide for contribution by equal shares, the Company shall not be liable for a greater proportion of such loss than the applicable limit of liability under this policy for such loss bears to the total applicable limit of liability of all valid and collectible insurance against such loss.

**6. Subrogation:** In the event of any payment under this policy, the Company shall be subrogated to all the insured's rights of recovery therefor against any person or organization and the insured shall execute and deliver instruments and papers and do whatever is necessary to



8. **Changes:** Notice to any agent or knowledge possessed by any agent or by any other person shall not affect a waiver or a change in any part of this policy or estop the Company from asserting any right under the terms of this policy; nor shall the terms of this policy be waived or changed, except by endorsement issued to form a part of this policy.

9. **Assignment:** Assignment of interest under this policy shall not bind the Company until its consent is endorsed hereon; if, however, the named insured shall die, such insurance as is afforded by this policy shall apply (1) to the named insured's legal representative as the named insured, but only while acting within the scope of his duties as such, and (2) with respect to the property of the named insured, to the person having proper temporary custody thereof, as insured, but only until the appointment and qualification of the legal representative.

10. **Three Year Policy:** If this policy is issued for a period of three years any limit of the Company's liability stated in this policy as "aggregate" shall apply separately to each consecutive annual period thereof.

11. **Cancellation:** This policy may be cancelled by the named insured by surrender thereof to the Company or any of its authorized agents or by mailing to the Company written notice stating when

thereafter the cancellation shall be effective. This policy may be cancelled by the Company by mailing to the named insured at the address shown in this policy, written notice stating when not less than ten days thereafter such cancellation shall be effective. The mailing of notice as aforesaid shall be sufficient proof of notice. The time of surrender or the effective date and hour of cancellation stated in the notice shall become the end of the policy period. Delivery of such written notice either by the named insured or by the Company shall be equivalent to mailing.

If the named insured cancels, earned premium shall be computed in accordance with the customary short rate table and procedure. If the Company cancels, earned premium shall be computed pro rata. Premium adjustment may be made either at the time cancellation is effected or as soon as practicable after cancellation becomes effective, but payment or tender of unearned premium is not a condition of cancellation.

12. **Declarations:** By acceptance of this policy, the named insured agrees that the statements in the declarations are his agreements and representations, that this policy is issued in reliance upon the truth of such representations and that this policy embodies all agreements existing between himself and the Company or any of its agents relating to this insurance.

IN WITNESS WHEREOF, the Company has caused this policy to be signed by its President and Secretary, but the same shall not be binding upon the Company unless countersigned by an authorized agent of the Company.

*Jim Benedict*  
SECRETARY

*Myron A. Bain*  
PRESIDENT

#### NUCLEAR ENERGY LIABILITY EXCLUSION ENDORSEMENT (BROAD FORM)

This endorsement modifies the provisions of the policy relating to ALL AUTOMOBILE LIABILITY, GENERAL LIABILITY AND MEDICAL PAYMENTS INSURANCE OTHER THAN FAMILY AUTOMOBILE, SPECIAL PACKAGE AUTOMOBILE, COMPREHENSIVE PERSONAL AND FARMER'S COMPREHENSIVE PERSONAL INSURANCE.

It is agreed that:

I. This policy does not apply:

A. Under any Liability Coverage, to bodily injury or property damage

(1) with respect to which an insured under this policy is also an insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters or Nuclear Insurance Association of Canada, or would be an insured under any such policy but for its termination upon exhaustion of its limit of liability; or

(2) resulting from the hazardous properties of nuclear material and with respect to which (a) any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or (b) the insured is, or had this policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization.

1. Under any Medical Payments Coverage, or under any Supplementary Payments provision relating to first aid, to expenses incurred with respect to bodily injury resulting from the hazardous properties of nuclear material and arising out of the operation of a nuclear facility by any person or organization.

2. Under any Liability Coverage, to bodily injury or property damage resulting from the hazardous properties of nuclear material, if

(1) the nuclear material (a) is at any nuclear facility owned by, or operated by or on behalf of, an insured or (b) has been discharged or leaked therefrom;

(2) the nuclear material is contained in spent fuel or waste at any time possessed, handled, used, processed, stored, transported or disposed of by or on behalf of an insured; or

(3) the bodily injury or property damage arises out of the furnishing by an insured of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any nuclear facility, but if such facility is located within the United States of America, its territories or possessions or Canada, this exclusion (3) applies only to property damage to such nuclear facility and its property thereat.

As used in this endorsement:

"hazardous properties" include radioactive, toxic or explosive properties;

"nuclear material" means source material, special nuclear material or byproduct material;

"source material", "special nuclear material", and "byproduct material" have the meanings given them in the Atomic Energy Act of 1954 in any law amendatory thereof;

"spent fuel" means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a nuclear reactor;

"waste" means any waste material (a) containing by-product material other than the tailings or wastes produced by the extraction or concentration of uranium or thorium from any ore processed primarily for its source material content, and (b) resulting from the operation by any person or organization of any nuclear facility included under the first two paragraphs of the definition of nuclear facility;

"nuclear facility" means

any nuclear reactor,

any equipment or device designed or used for (1) separating the isotopes of uranium or plutonium, (2) processing or utilizing spent fuel, or (3) handling, processing or packaging waste,

any equipment or device used for the processing, fabricating or alloying of special nuclear material if at any time the total amount of such material in the custody of the insured at the premises where such equipment or device is located exceeds 100 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235,

any structure, basin, excavation, premises or place prepared or used for the storage or disposal of waste,

includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations;

"nuclear reactor" means any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a self-sustaining nuclear reaction;

"property damage" includes all forms of radioactive contamination of property.



**This endorsement modifies such insurance as is afforded by the provisions of the policy relating to the following:**  
**COMPREHENSIVE GENERAL LIABILITY INSURANCE—MANUFACTURERS' AND CONTRACTORS' LIABILITY INSURANCE**  
**CONTRACTUAL LIABILITY INSURANCE**

**EXCLUSION**

(Explosion Hazard, Collapse Hazard, Underground Property Damage Hazard) (G330)

It is agreed that the policy does not apply to property damage included within:

- (1) the **explosion hazard** in connection with operations identified in the policy or in the schedule of this endorsement by a classification code which includes the symbol "x",
- (2) the **collapse hazard** in connection with operations identified in the policy or in the schedule of this endorsement by a classification code which includes the symbol "c",
- (3) the **underground property damage hazard** in connection with operations identified in the policy or in the schedule of this endorsement by a classification code which includes the symbol "u".

**ADDITIONAL DEFINITIONS** When used in reference to this insurance:

"**explosion hazard**" includes property damage arising out of blasting or explosion. The explosion hazard does not include property damage (1) arising out of the explosion of air or steam vessels, piping under pressure, prime movers, machinery or power transmitting equipment, or (2) arising out of operations performed for the named insured by independent contractors, or (3) included within the completed operations hazard or the underground property damage hazard, or (4) for which liability is assumed by the insured under an incidental contract;

"**collapse hazard**" includes "structural property damage" as defined herein and property damage to any other property at any time resulting therefrom. "Structural property damage" means the collapse of or structural injury to any building or structure due to (1) grading of land, excavating, borrowing, filling, back-filling, tunnelling, pile driving, cofferdam work or caisson work or (2) moving, shoring, underpinning, raising or demolition of any building or structure or removal or rebuilding of any structural support thereof. The collapse hazard does not include property damage (1) arising out of operations performed for the named insured by independent contractors, or (2) included within the completed operations hazard or the underground property damage hazard, or (3) for which liability is assumed by the insured under an incidental contract;

"**underground property damage hazard**" includes underground property damage as defined herein and property damage to any other property at any time resulting therefrom. "Underground property damage" means property damage to wires, conduits, pipes, mains, sewers, tanks, tunnels, any similar property, and any apparatus in connection therewith, beneath the surface of the ground or water, caused by and occurring during the use of mechanical equipment for the purpose of grading land, paving, excavating, drilling, borrowing, filling, back-filling or pile driving. The underground property damage hazard does not include property damage (1) arising out of operations performed for the named insured by independent contractors, or (2) included within the completed operations hazard, or (3) for which liability is assumed by the insured under an incidental contract.

It is further agreed that:

- (1) Symbol "x" is deleted from classification code number(s): **52-28106X**
- (2) Symbol "c" is deleted from classification code number(s):
- (3) Symbol "u" is deleted from classification code number(s):

**SCHEDULE**

19202sx	Ammunition or Explosives Mfg.—including cartridge charging or loading, cap, primer or detonator mfg.	73912xcu	Contractors' Equipment—cranes, derricks, power shovels, and equipment incidental thereto—rented to others with operators—including installation, repair or removal.
50221sx	Anhydrous Ammonia Distributing.	17861cu	Contractors' Equipment—earth moving equipment other than cranes, derricks and power shovels—rented to others with operators—including installation, repair or removal.
29111x	Asphalt or Tar Distilling or Refining.	73916xu	Contractors' Equipment—steam boilers, compressors, air pressure tanks, pneumatic tools, and equipment incidental thereto—rented to others with operators—including installation, repair or removal.
17885axc	Building or Structure Raising, Moving or Underpinning—including incidental shoring, removal or rebuilding of walls, foundations, columns or piers.	73911u	Contractors' Equipment (excluding automobiles)—rented to others with operators—including installation, repair or removal.
17805xcu	Caisson Work—foundations for buildings—including pile driving, excavation, masonry or concrete work up to completion of substructure only.	20405x	Corn Products Mfg.
16235xcu	Caisson Work—not foundations for buildings—including pile driving, excavation, masonry or concrete work up to completion of substructure only.	20901x	Cottonseed Oil Mfg.—solvent extraction process.
29902x	Charcoal Mfg.—including distillation.	16232xcu	Dam or Reservoir Construction.
28106x	Chemical Mfg.	20406x	Dextrine Mfg.
28705x	Chemicals Mfg.—Agricultural.	49115xcu	Electric Light or Power Companies—including outside salesmen, collectors and meter readers—including completed operations except with respect to the installation, servicing or repair of appliances.
14001x	Clay or Shale Digging—no canal, sewer or cellar excavation or underground mining.		
16235xcu	Cofferdam Work—including pile driving, excavation, masonry or concrete work up to completion of substructure only.		
16285xcu	Conduit Construction—for cables or wires.		

(Continued on Reverse Side)

POLICY NUMBER	INSURED	EFFECTIVE
LC 264 81 39		
FIREMAN'S FUND INSURANCE COMPANY THE AMERICAN INSURANCE COMPANY NATIONAL SURETY CORPORATION ASSOCIATED INDEMNITY CORPORATION AMERICAN AUTOMOBILE INSURANCE COMPANY		PRODUCER
<i>Myron A. Bain</i> PRESIDENT		COUNTERSIGNATURE OF AUTHORIZED AGENT
70 X		

105214-4-77

FFIC0050801

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## (Continued from Obverse Side)

49116sxc	Electric Light or Power Cooperatives—Rural Electrification Administration Projects only—including outside salesmen, collectors and meter readers—including completed operations except with respect to the installation, servicing or repair of appliances.	46100sxz	Pipe Lines—oil-operation, including maintenance.
16242xc	Electric Light or Power Line Construction—Rural Electrification Administration Projects only.	30792x	Plastic Materials and non-vulcanizable elastomers Mfg.
16245xcu	Electric Light or Power Line Construction.	17185u	Plumbing—gas, steam, hot water or other pipe fitting—including house connections, shop and retail stores or display rooms.
15111xcu	Excavation.	28515x	Putty, Caulking Compounds or Allied Products Mfg.
19202sx	Explosives or Ammunition Mfg.—including cartridge charging or loading, cap, primer or detonator mfg.	30793x	Ptyoxylin Plastic Goods Mfg.
20403x	Feed Mfg.—preparation of cereal or compound feeds for livestock.	14001x	Quarries—including the operation of crushers.
49221sxcu	Gas Companies—natural gas—local distribution—including outside salesmen, collectors and meter readers—including completed operations except with respect to the installation, servicing or repair of appliances.	16215x	Railroad Construction—including laying, relaying or removal of tracks or maintenance of way by contractors.
59810x	Gas Dealers.	28218x	Resins Mfg.—synthetic.
59851sx	Gas Dealers—Iliquefied petroleum gas.	28220x	Rubber Mfg.—vulcanizable elastomers.
49252sxcu	Gas Distributing—Iliquefied petroleum gas—local distribution by gas mains or piping from central tanks to ultimate consumers—including meter readers—including completed operations except with respect to the installations, servicing or repair of appliances.	17885sxc	Salvage Operations—including incidental wrecking, shoring or other structural work, the handling of machinery in damaged buildings, and salesmen or clerical at site of wrecking.
16225xcu	Gas Mains or Connections Construction—including tunneling at street crossings.	14001x	Sand or Gravel Digging—no canal, sewer, cellar excavation or underground mining.
28103x	Gas Mfg.—Industrial.	17181u	Septic Tank Systems installation, maintenance or repair including house connections, shop and retail stores or display rooms.
28102x	Gas Mfg.—oxygen, hydrogen or acetylene.	16225xcu	Sewer Mains or Connections Construction—including tunneling at street crossings.
49251sxcu	Gas Works—including outside salesmen, collectors, and meter readers—including completed operations except with respect to the installation, servicing or repair of appliances.	16235xcu	Shaft Sinking—including pile driving, excavation, concrete work or lining.
50851x	Gasoline or Oil Dealers.	32811x	Slate Splitting or Mfg. of Roofing Slate.
13210dexz	Gasoline Recovery—from casing head or natural gas.	20402x	Starch Mfg.
13831x	Geophysical Exploration—seismic method—all employees, including completed operations.	49610xcu	Steam Heating or Power companies—not electric—including outside salesmen, collectors and meter readers—including completed operations except with respect to the installation, servicing, or repair of appliances.
07313xcu	Grading of Land.	16225xcu	Steam Mains or Connections Construction—including tunneling at street crossings.
42211x	Grain Elevator Operation—including local managers.	32905x	Stone Crushing.
20402x	Grain Milling.	16112xcu	Street or Road Construction or Maintenance—State, County, City or Other Governmental Units.
16205xcu	Iron or Steel Erection—subway construction.	16115xcu	Street or Road Construction or Reconstruction—clearing of right-of-way, excavation, filling or grading, bridge or culvert building.
16255xu	Irrigation or Drainage System Construction—including pile driving or dredging.	16125xcu	Street or Road Paving or Repaving, Surfacing or Resurfacing or Scraping.
07311xcu	Landscape Gardening—including completed operations.	16205xcu	Subway Construction.
32703x	Lime Mfg.—including quarrying.	17802xcu	Swimming Pools—below ground—installation, servicing and repair—including completed operations.
33411x	Magnesium Metal Mfg.	48110u	Telephone or Telegraph Companies—including outside salesmen, collectors, messengers and clerical—including completed operations.
14001x	Mining—surface.	16245xcu	Telephone, Telegraph or Fire Alarm Line Construction.
12002x	Mining.	16235xcu	Tunneling—including lining.
13851dexz	Oil or Gas Well Shooting.	17885sxc	Underpinning Buildings or Structures—including incidental shoring, removal or rebuilding of walls, foundations, columns or piers.
50851x	Oil or Gasoline Dealers.	16225xcu	Water Mains or Connections Construction—including tunneling at street crossings.
13122dexz	Oil Lease Operators or Gas Lease Operators—natural gas—including completed operations.	49411xcu	Waterworks—including outside salesmen, collectors and meter readers—including completed operations except with respect to the installation, servicing or repair of appliances.
13121dexz	Oil Lease Operators or Gas Lease Operators—natural gas—within the limits of any town or city, on the right-of-way of any railroad, or in any ocean, gulf or bay—including completed operations.	17785x	Welding or Cutting
20901x	Oil Mfg.—vegetables—by solvent extraction process.		WRECKING
29112x	Oil Refining—petroleum.	17811xc	Dismantling of pre-fabricated dwellings not exceeding three stories in height for re-erection—including completed operations.
28102x	Oxygen or Hydrogen Mfg.—electrolytic process.	17822sxc	Wrecking Buildings or Structures—not marine—including salesmen or clerical at site of wrecking—including completed operations.
28512x	Paint, Varnish, Shellac or Lacquer Mfg.		
17805xcu	Pile Driving—building foundations only.		
16294cu	Pile Driving—including timber wharf building.		
16296cu	Pile Driving—sonic method.		
16365xcu	Pipe Line Construction—including pile driving or dredging.		
49222sx	Pipe Lines—gas-operation, including maintenance.		



This endorsement modifies such insurance as is afforded by the provisions of the policy relating to the following:  
 COMPREHENSIVE GENERAL LIABILITY INSURANCE  
 COMPLETED OPERATIONS AND PRODUCTS  
 LIABILITY INSURANCE  
 CONTRACTUAL LIABILITY INSURANCE

OWNERS' LANDLORDS' AND TENANTS' LIABILITY INSURANCE  
 MANUFACTURERS' AND CONTRACTORS' LIABILITY INSURANCE  
 OWNERS' AND CONTRACTORS' PROTECTIVE LIABILITY  
 INSURANCE

### SINGLE LIMIT ENDORSEMENT

Such insurance as is afforded by the policy applies subject to the following provisions:

1. The limit of the Company's liability for damages, including damages for care and loss of services, under all bodily injury liability and property damage liability coverages, shall be a single limit of liability as stated herein:

EACH OCCURRENCE	AGGREGATE
\$ 500,000.	\$ 500,000.

2. All provisions in the policy captioned "Limits of Liability" containing reference to the Company's liability on account of bodily injury liability or property damage liability are deleted.

3. The following provision is added to the policy:

#### Limits of Liability

Regardless of the number of (1) insureds under this policy, (2) persons or organizations who sustain bodily injury or property damage, (3) claims made or suits brought on account of bodily injury or property damage or (4) units of mobile equipment to which this policy applies, the Company's liability is limited as follows:

The total liability of the Company for all damages under all bodily injury liability and property damage liability coverages of this policy because of bodily injury or property damage sustained by one or more persons or organizations as a result of any one occurrence shall not exceed the limit of liability shown above for "each occurrence."

Subject to the above provision respecting "each occurrence," the total liability of the Company for all damages arising out of the products hazard and completed operations hazard shall not exceed the limits of liability stated above as "aggregate."

Subject to the above provision respecting "each occurrence," the total liability of the Company for all damages because of all property damage to which the policy applies

(i) arising out of premises or operations rated on a remuneration basis or contractors equipment rated on a receipts basis, including liability assumed under any incidental contract relating to such premises or operations; or

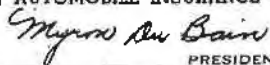
(ii) arising out of and occurring in the course of operations, other than maintenance or repairs at premises owned by or rented to the named insured or structural alterations at such premises which do not involve changing the size of or moving buildings or other structures, performed for the named insured by independent contractors and general supervision thereof by the named insured including liability assumed under any incidental contract relating to such operations; or

(iii) included within the contractual liability property damage coverage

shall not exceed the limit of liability stated above as "aggregate." Said aggregate limit of liability shall apply separately to (i), (ii) and (iii) and under each separately to each project away from premises owned by or rented to the named insured.

4. For the purpose of determining the limit of the Company's liability, all bodily injury and property damage arising out of continuous or repeated exposure to substantially the same general conditions shall be considered as arising out of one occurrence.

5. With respect to any occurrence for which notice of this policy is given in lieu of security or when this policy is certified as proof of financial responsibility for the future under the provisions of the motor vehicle financial responsibility law of any state, province or other territorial jurisdiction, the above stated limits of liability as respects each occurrence shall be applied to provide the separate limits of liability required by such law for bodily injury liability and property damage liability to the extent of the coverage required by such law, but the separate application of such limits shall not increase the total limit of the Company's liability.

POLICY NUMBER	INSURED	EFFECTIVE
LC 264 81 39		
FIREMAN'S FUND INSURANCE COMPANY THE AMERICAN INSURANCE COMPANY NATIONAL SURETY CORPORATION ASSOCIATED INDEMNITY CORPORATION AMERICAN AUTOMOBILE INSURANCE COMPANY		PRODUCER
 PRESIDENT		COUNTERSIGNATURE OF AUTHORIZED AGENT

105160-5-73

FFIC0050794

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# **GENERAL LIABILITY MULTI/COVER® ENDORSEMENT**

Such insurance as is afforded by the policy for Comprehensive General Liability Insurance or Storekeeper's Liability Insurance is amended to include the following additions and extensions of coverage:

## **I. PERSONAL INJURY LIABILITY**

1. The definition of "bodily injury" is amended to read:

"bodily injury" means (a) bodily injury, sickness or disease sustained by any person which occurs during the policy period, including death at any time resulting therefrom, and (b) personal injury committed in the conduct of the named insured's business.

2. When used in this policy, personal injury means:

Group A—false arrest, detention or imprisonment, or malicious prosecution;

Group B—the publication or utterance of a libel or slander or of other defamatory or disparaging material, or a publication or utterance in violation of an individual's right of privacy; except publications or utterances in the course of or related to advertising, broadcasting or telecasting activities conducted by or on behalf of the named insured;

Group C—wrongful entry or eviction, or other invasion of the right of private occupancy;

if such offense is committed during the policy period within the United States of America, its territories or possessions, or Canada.

3. Solely as respects the insurance applicable to personal injury, the exclusions of the policy are deleted and replaced by the following:

This insurance does not apply:

(a) to personal injury arising out of the willful violation of a penal statute or ordinance committed by or with the knowledge or consent of any insured;

(b) to personal injury arising out of any publication or utterance described in Group B, if the injurious publication or utterance of the same or similar material by or on behalf of the named insured was made prior to the effective date of this insurance;

(c) to personal injury arising out of a publication or utterance described in Group B concerning any organization or business enterprise, or its products or services, made by or at the direction of any insured with knowledge of the falsity thereof.

4. With respect to the insurance afforded for personal injury:

(a) Section II PERSONS INSURED is amended to read:

If Persons Insured: Each of the following is an insured to the extent set forth below:

(1) if the named insured is designated in the declarations as an individual, the person so designated and his spouse;

(2) if the named insured is designated in the declarations as a partnership or joint venture, the partnership or joint venture so designated and any partner or member thereof but only with respect to his liability as such;

(3) if the named insured is designated in the declarations as other than an individual, partnership or joint venture, the organization so designated and any executive officer, director or stockholder thereof while acting within the scope of his duties as such.

This insurance does not apply to personal injury arising out of the conduct of any partnership or joint venture of which the insured is a partner or member and which is not designated in this policy as a named insured.

(b) The word "damages" when used in reference to bodily injury shall include damages which are payable because of an offense described in Group A, B or C to which insurance as respects personal injury applies.

5. Limits of Liability: Regardless of the number of (1) insureds hereunder, (2) persons or organizations who sustain personal injury, or (3) claims made or suits brought on account of personal injury, the total limit of the Company's liability under this coverage for all damages shall not exceed the limit of liability stated in this endorsement as "aggregate."

SCHEDULE			
PERSONAL INJURY LIABILITY			
AGGREGATE LIMIT SHALL BE THE PER OCCURRENCE BODILY INJURY LIABILITY LIMIT UNLESS OTHERWISE INDICATED HEREIN.			
LIMIT OF LIABILITY \$		AGGREGATE	
CLASSIFICATION CODE	PREMIUM BASIS	PREMIUMS	
		BODILY INJURY	PROPERTY DAMAGE
48-90003	10 % OF THE GENERAL LIABILITY BODILY INJURY AND PROPERTY DAMAGE PREMIUM AS OTHERWISE DETERMINED.	\$ 1,004.	\$ 665.
	% OF THE GARAGE INSURANCE — HAZARD 1 BODILY INJURY AND PROPERTY DAMAGE PREMIUM AS OTHERWISE DETERMINED.	\$ —	\$ —
	% OF THE GARAGE INSURANCE — HAZARD 2 BODILY INJURY AND PROPERTY DAMAGE PREMIUM AS OTHERWISE DETERMINED.	\$ —	\$ —
MINIMUM PREMIUM \$25.00		TOTAL PREMIUM	
		\$ 1,669. (Incl.)	

POLICY NUMBER	INSURED	EFFECTIVE
IC 264 81 39		
FIREMAN'S FUND INSURANCE COMPANY THE AMERICAN INSURANCE COMPANY NATIONAL SURETY CORPORATION ASSOCIATED INDEMNITY CORPORATION AMERICAN AUTOMOBILE INSURANCE COMPANY		PRODUCER
<i>Myron A. Bain</i> PRESIDENT		COUNTERSIGNATURE OF AUTHORIZED AGENT
70-X		

105161-10-76

FFIC0050739

FFIC\_EPA\_0000056

# AUTOMOBILE — GENERAL LIABILITY INSURANCE

## THREE-YEAR ENDORSEMENT

It is agreed that such insurance as is afforded by this policy applies subject to the following provisions:

1. The policy period stated in the declarations is comprised of three consecutive annual periods.
2. Computation and adjustment of earned premium shall be made at the end of each annual period.
3. If the premium for the three year period is not paid in advance, the premiums for each annual period of this policy shall be computed in accordance with the Company's rules, rates, rating plans, premiums and minimum premiums in effect on the inception date of each annual period.

POLICY NUMBER	INSURED	EFFECTIVE
FIREMAN'S FUND INSURANCE COMPANY THE AMERICAN INSURANCE COMPANY NATIONAL SURETY CORPORATION ASSOCIATED INDEMNITY CORPORATION AMERICAN AUTOMOBILE INSURANCE COMPANY  <i>Myron S. Davis</i> PRESIDENT 70-X	PRODUCER	
	COUNTERSIGNATURE OF AUTHORIZED AGENT	

180017-4-74



**AMENDATORY ENDORSEMENT**

**Punitive or Exemplary Damages Exclusion IL-00-01**

Regardless of any other provision of this policy, this policy does not apply to punitive or exemplary damages.

FIREMAN'S FUND INSURANCE COMPANY  
THE AMERICAN INSURANCE COMPANY  
NATIONAL SURETY CORPORATION  
ASSOCIATED INDEMNITY CORPORATION  
AMERICAN AUTOMOBILE INSURANCE COMPANY

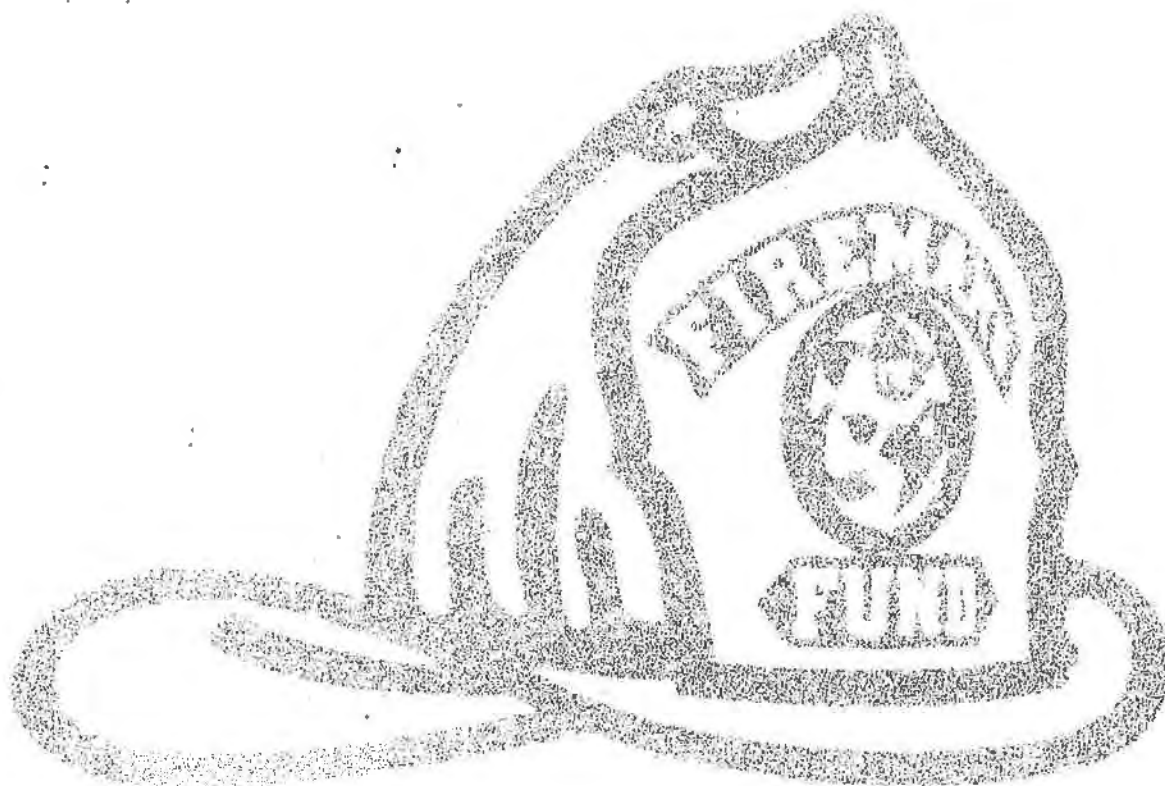
71-X

*Myron De Bane*

PRESIDENT

180146-10-77

# **LIABILTY/AUTOMOBILE POLICY**



**FIREMAN'S FUND  
INSURANCE COMPANIES**

San Francisco, California

FFIC0050582

# **OTOMOBILE POLICY DECLARATIONS AND PROVISIONS**

**LA-267 93 96**

POLICY  
NUMBER

INSURANCE FIRM ADDRESS (NO. STREET, TOWN, COUNTY, STATE)

**ANOLLS CHEMICAL CO., INC. &  
STALLARD TANK LINES, INC.  
3000 SHERBORN AVE.  
SANTA FE SPRINGS, CA 90670**

ITEM 1.

5/1/70

INCEPTION (MO., DAY, YR.)

5/1/62

EXPIRATION (MO., DAY, YR.)

*ANGELES/SEP 1970  
STATION*

THE NAMED INSURED IS:

☐ INDIVIDUAL ☐ PARTNERSHIP ☒ CORPORATION ☐ JOINT VENTURE ☐ OTHER

BUSINESS OF THE NAMED INSURED IS: **WHOLESALE SALES & DISTRIBUTION OF INDUSTRIAL SERVICES**

ITEM 2.

THE INSURANCE AFFORDED UNDER THIS POLICY IS ONLY WITH RESPECT TO THE COVER-  
AGE PART(S) INDICATED BELOW AND FOR WHICH A PREMIUM CHARGE IS SPECIFIED.

COVERAGE PART(S)		ADVANCE PREMIUM (\$)
FORM NUMBER	DESCRIPTION	
103040	COMPREHENSIVE GENERAL LIABILITY INSURANCE	20,077.
14044	BUSINESS AUTO POLICY	16,620.
140623	SUPPLEMENTARY STATE ENDORSEMENT	-

IDENTIFY BY FORM NUMBER

**103167160017:1052141180042:101218:100414:5982:5985**

SUBJECT TO AUDIT, AUDIT PERIOD SHALL BE ANNUAL, UNLESS  
STATED:

TOTAL  
ADVANCE  
PREMIUM

IF MORE THAN ONE  
POLICY IS TO BE PAID IN  
PREMIUM IS PAYABLE:

ON INCEPTION DATE

**36,697.**

FIRST ANNIVERSARY

**TBD**

SECOND ANNIVERSARY

**TBD**

THESE POLICY DECLARATIONS AND PROVISIONS, AND COVERAGE PART(S) AND ENDORSEMENTS  
ANY ISSUED TO FORM A PART THEREOF, COMPLETE THE ABOVE NUMBERED POLICY.

DATE OF ISSUE

SUBSEQUENT POLICY NO.



# COVERAGE PART — COMPREHENSIVE GENERAL LIABILITY INSURANCE

INSURED	POLICY NUMBER
PRODUCER	EFFECTIVE DATE

## SCHEDULE

THE INSURANCE AFFORDED IS ONLY WITH RESPECT TO SUCH OF THE FOLLOWING COVERAGES AS ARE INDICATED BY SPECIFIC PREMIUM CHARGE OR CHARGES. THE LIMIT OF THE COMPANY'S LIABILITY AGAINST EACH SUCH COVERAGE SHALL BE AS STATED HEREIN, SUBJECT TO ALL THE TERMS OF THIS POLICY HAVING REFERENCE THERETO.

COVERAGES	LIMITS OF LIABILITY
A. BODILY INJURY LIABILITY	\$ ,000 EACH OCCURRENCE \$ ,000 AGGREGATE
B. PROPERTY DAMAGE LIABILITY	\$ ,000 EACH OCCURRENCE \$ ,000 AGGREGATE

## GENERAL LIABILITY HAZARDS

DESCRIPTION OF HAZARDS	CODE NO.	PREMIUM BASES	RATES		ADVANCE PREMIUM	
			BODILY INJURY	PROPERTY DAMAGE	BODILY INJURY	PROPERTY DAMAGE
PREMISES — OPERATIONS		(A) AREA (SQ. FT.) (B) FRONTAGE (C) REMUNERATION	(A) PER 100 SQ. FT. OF AREA (B) PER LINEAR FT. (C) PER \$100 OF REMUNERATION			
ESCALATORS (NUMBER AT PREMISES)		NUMBER INSURED	PER LANDING			
INDEPENDENT CONTRACTORS		COST	PER \$100 OF COST			
COMPLETED OPERATIONS		(A) RECEIPTS	(A) PER \$1,000 OF RECEIPTS			
PRODUCTS		(B) SALES	(B) PER \$1,000 OF SALES			
ENDORSEMENTS ATTACHED					TOTAL ADVANCE PREMIUM ▶ \$	

## ADDITIONAL DECLARATIONS

LOCATION OF ALL PREMISES OWNED BY, RENTED TO OR CONTROLLED BY THE NAMED INSURED (ENTER "SAME" IF LOCATION SAME AS ADDRESS IN ITEM 1 OF DECLARATIONS)

INTEREST OF NAMED INSURED IN SUCH PREMISES:  
☐ OWNER ☐ TENANT ☐ GENERAL LESSEE  
 PART OCCUPIED BY NAMED INSURED

The foregoing discloses all hazards insured hereunder known to exist at the effective date of this policy, unless otherwise stated herein.

ONE OF THE <b>FIREMAN'S FUND INSURANCE COMPANIES</b> AS NAMED IN THE POLICY	<i>Myron A. Davis</i> PRESIDENT 10-X	COUNTERSIGNATURE OF AUTHORIZED AGENT
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# **I. COVERAGE A—BODILY INJURY LIABILITY** **COVERAGE B—PROPERTY DAMAGE LIABILITY**

The Company will pay on behalf of the insured all sums which the insured shall become legally obligated to pay as damages because of Coverage A, bodily injury or Coverage B, property damage to which this insurance applies, caused by an occurrence, and the Company shall have the right and duty to defend any suit against the insured seeking damages on account of such bodily injury or property damage, even if any of the allegations of the suit are groundless, false or fraudulent, and may make such investigation and settlement of any claim or suit as it deems expedient, but the Company shall not be obligated to pay any claim or judgment or to defend any suit after the applicable limit of the Company's liability has been exhausted by payment of judgments or settlements.

## **Exclusions**

This insurance does not apply:

- (a) to liability assumed by the insured under any contract or agreement except an incidental contract but this exclusion does not apply to a warranty of fitness or quality of the named insured's products or a warranty that work performed by or on behalf of the named insured will be done in a workmanlike manner;
- (b) to bodily injury or property damage arising out of the ownership, maintenance, operation, use, loading or unloading of (1) any automobile or aircraft owned or operated by or rented or loaned to any insured, or (2) any other automobile or aircraft operated by any person in the course of his employment by any insured; but this exclusion does not apply to the parking of an automobile on premises owned by, rented to or controlled by the named insured or the ways immediately adjoining, if such automobile is not owned by or rented or loaned to any insured;
- (c) to bodily injury or property damage arising out of (1) the ownership, maintenance, operation, use, loading or unloading of any mobile equipment while being used in any prearranged or organized racing, speed or demolition contest or in any stunting activity or in practice or preparation for any such contest or activity or (2) the operation or use of any snowmobile or trailer designed for use therewith;
- (d) to bodily injury or property damage arising out of and in the course of the transportation of mobile equipment by an automobile owned or operated by or rented or loaned to any insured;
- (e) to bodily injury or property damage arising out of the ownership, maintenance, operation, use, loading or unloading of
  - (1) any watercraft owned or operated by or rented or loaned to any insured, or
  - (2) any other watercraft operated by any person in the course of his employment by any insured;
 but this exclusion does not apply to watercraft while ashore on premises owned by, rented to or controlled by the named insured;
- (f) to bodily injury or property damage arising out of the discharge, dispersal, release or escape of smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, liquids or gases, waste materials or other irritants, contaminants or pollutants into or upon land, the atmosphere or any water course or body of water; but this exclusion does not apply if such discharge, dispersal, release or escape is sudden and accidental;
- (g) to bodily injury or property damage due to war, whether or not declared, civil war, insurrection, rebellion or revolution, or to any act or condition incident to any of the foregoing, with respect to (1) liability assumed by the insured under an incidental contract, or (2) expenses for first aid under the Supplementary Payments provision;
- (h) to bodily injury or property damage for which the insured or his indemnitee may be held liable
  - (1) as a person or organization engaged in the business of manufacturing, distributing, selling or serving alcoholic beverages, or
  - (2) if not so engaged, as an owner or lessor of premises used for such purposes,
 if such liability is imposed
  - (i) by, or because of the violation of, any statute, ordinance or regulation pertaining to the sale, gift, distribution or use of any alcoholic beverage, or
  - (ii) by reason of the selling, serving or giving of any alcoholic beverage to a minor or to a person under the influence of alcohol or which causes or contributes to the intoxication of any person;
 but part (ii) of this exclusion does not apply with respect to liability of the insured or his indemnitee as an owner or lessor described in (2) above;
- (i) to any obligation for which the insured or any carrier as his insurer may be held liable under any workmen's compensation, unemployment compensation or disability benefits law, or under any similar law;
- (j) to bodily injury to any employee of the insured arising out of and in the course of his employment by the insured or to any obligation of the insured to indemnify another because of damages arising out of such injury; but this exclusion does not apply to liability assumed by the insured under an incidental contract;
- (k) to property damage to (1) property owned or occupied by, or rented to the insured, (2) property used by the insured, or (3) property in the care, custody or control of the insured or as to which the insured is for any purpose exercising physical control; but parts (2) and (3) of this exclusion do not apply with respect to liability under a written sidetrack agreement and part (3) of this exclusion does not apply with respect to property damage (other than to elevators) arising out of the use of an elevator at premises owned by, rented to or controlled by the named insured;
- (l) to property damage to premises alienated by the named insured arising out of such premises or any part thereof;
- (m) to loss of use of tangible property which has not been physically injured or destroyed resulting from
  - (1) a delay in or lack of performance by or on behalf of the named insured of any contract or agreement, or
  - (2) the failure of the named insured's products or work performed by or on behalf of the named insured to meet the level of performance, quality, fitness or durability warranted or represented by the named insured;
 but this exclusion does not apply to loss of use of other tangible property resulting from the sudden and accidental physical injury to or destruction of the named insured's products or work performed by or on behalf of the named insured after such products or work have been put to use by any person or organization other than an insured;
- (n) to property damage to the named insured's products arising out of such products or any part of such products;
- (o) to property damage to work performed by or on behalf of the named insured arising out of the work or any portion thereof, or out of materials, parts or equipment furnished in connection therewith;
- (p) to damages claimed for the withdrawal, inspection, repair, replacement, or loss of use of the named insured's products or work completed by or for the named insured or of any property of which such products or work form a part, if such products, work or property are withdrawn from the market or from use because of any known or suspected defect or deficiency therein.

## **II. PERSONS INSURED**

Each of the following is an insured under this insurance to the extent set forth below:

- (a) if the named insured is designated in the declarations as an individual, the person so designated but only with respect to the conduct of a business of which he is the sole proprietor, and the spouse of the named insured with respect to the conduct of such a business;
- (b) if the named insured is designated in the declarations as a partnership or joint venture, the partnership or joint venture so designated and any partner or member thereof but only with respect to his liability as such;
- (c) if the named insured is designated in the declarations as other than an individual, partnership or joint venture, the organization so designated and any executive officer, director or stockholder thereof while acting within the scope of his duties as such;
  - (1) any person (other than an employee of the named insured) or organization while acting as real estate manager for the named insured; and



(e) with respect to the operation, for the purpose of locomotion upon a public highway, of mobile equipment registered under any motor vehicle registration law, (i) an employee of the named insured while operating any such equipment in the course of his employment, and (ii) any other person while operating with the permission of the named insured any such equipment registered in the name of the named insured and any person or organization legally responsible for such operation, but only if there is no other valid and collectible insurance available, either on a primary or excess basis, to such person or organization; provided that no person or organization shall be an insured under this paragraph (e) with respect to: (1) bodily injury to any fellow employee of such person injured in the course of his employment, or (2) property damage to property owned by, rented to, in charge of or occupied by the named insured or the employer of any person described in subparagraph (ii). This insurance does not apply to bodily injury or property damage arising out of the conduct of any partnership or joint venture of which the insured is a partner or member and which is not designated in this policy as a named insured.

### III. LIMITS OF LIABILITY

Regardless of the number of (1) insureds under this policy, (2) persons or organizations who sustain bodily injury or property damage, or (3) claims made or suits brought on account of bodily injury or property damage, the Company's liability is limited as follows:

**Coverage A**—The total liability of the Company for all damages, including damages for care and loss of services, because of bodily injury sustained by one or more persons as the result of any one occurrence shall not exceed the limit of bodily injury liability stated in the schedule as applicable to "each occurrence".

Subject to the above provision respecting "each occurrence", the total liability of the Company for all damages because of (1) all bodily injury included within the completed operations hazard and (2) all bodily injury included within the products hazard shall not exceed the limit of bodily injury liability stated in the schedule as "aggregate".

**Coverage B**—The total liability of the Company for all damages because of all property damage sustained by one or more persons or organizations as the result of any one occurrence shall not exceed the limit of property damage liability stated in the schedule as applicable to "each occurrence".

Subject to the above provision respecting "each occurrence", the total liability of the Company for all damages because of all property damage to which this coverage applies and described in any of the numbered subparagraphs below shall not exceed the limit of property damage liability stated in the schedule as "aggregate": (1) all property damage arising out of premises or operations rated on a remuneration basis or contractor's equipment rated on a receipt basis, including property damage for which liability is assumed under any incidental contract relating to such premises or operations, but excluding property damage included in subparagraph (2) below; (2) all property damage arising out of and occurring in the course of operations performed for the named insured by independent contractors and general supervision thereof by the named insured, including any such property damage for which liability is assumed under any incidental contract relating to such operations, but this subparagraph (2) does not include property damage arising out of maintenance or repairs at premises owned by or rented to the named insured or structural alterations at such premises which do not involve changing the size of or moving buildings or other structures; (3) all property damage included within the products hazard and all property damage included within the completed operations hazard.

Such aggregate limit shall apply separately to the property damage described in subparagraphs (1), (2) and (3) above, and under subparagraphs (1) and (2), separately with respect to each project away from premises owned by or rented to the named insured.

**Coverages A and B**—For the purpose of determining the limit of the Company's liability, all bodily injury and property damage arising out of continuous or repeated exposure to substantially the same general conditions shall be considered as arising out of one occurrence.

### IV. POLICY TERRITORY

This insurance applies only to bodily injury or property damage which occurs within the policy territory.

**When used as a premium basis:**

**"admissions"** means the total number of persons, other than employees of the named insured, admitted to the event insured or to events conducted on the premises whether on paid admission tickets, complimentary tickets or passes;

**"cost"** means the total cost to the named insured with respect to operations performed for the named insured during the policy period by independent contractors of all work let or sub-let in connection with each specific project, including the cost of all labor, materials and equipment furnished, used or delivered for use in the execution of such work, whether furnished by the owner, contractor or subcontractor, including all fees, allowances, bonuses or commissions made, paid or due;

**"receipts"** means the gross amount of money charged by the named insured for such operations by the named insured or by others during the policy period as are rated on a receipts basis other than receipts from telecasting, broadcasting or motion pictures, and includes taxes, other than taxes which the named insured collects as a separate item and remits directly to a governmental division;

**"remuneration"** means the entire remuneration earned during the policy period by proprietors and by all employees of the named insured, other than chauffeurs (except operators of mobile equipment) and aircraft pilots and co-pilots, subject to any overtime earnings or limitation of remuneration rule applicable in accordance with the manuals in use by the Company;

**"sales"** means the gross amount of money charged by the named insured or by others trading under his name for all goods and products sold or distributed during the policy period and charged during the policy period for installation, servicing or repair, and includes taxes, other than taxes which the named insured and such others collect as a separate item and remit directly to a governmental division.



**THE COMPANY DESIGNATED ON THE DECLARATIONS PAGE**  
(Mailing Address: P.O. Box 3395, San Francisco, California 94119)

In consideration of the payment of the premium, in reliance upon the statements in the declarations made a part hereof and subject to all of the terms of this policy, agrees with the **named insured** as follows:

**DEFINITIONS**

When used in this policy (including endorsements forming a part hereof):

**"automobile"** means a land motor vehicle, trailer or semi-trailer designed for travel on public roads (including any machinery or apparatus attached thereto), but does not include mobile equipment;

**"bodily injury"** means bodily injury, sickness or disease sustained by any person which occurs during the policy period, including death at any time resulting therefrom;

**"completed operations hazard"** includes bodily injury and property damage arising out of operations or reliance upon a representation or warranty made at any time with respect thereto, but only if the bodily injury or property damage occurs after such operations have been completed or abandoned and occurs away from premises owned by or rented to the named insured. "Operations" include materials, parts or equipment furnished in connection therewith. Operations shall be deemed completed at the earliest of the following times:

- (1) when all operations to be performed by or on behalf of the named insured under the contract have been completed,
- (2) when all operations to be performed by or on behalf of the named insured at the site of the operations have been completed, or
- (3) when the portion of the work out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

Operations which may require further service or maintenance work, or correction, repair or replacement because of any defect or deficiency, but which are otherwise complete, shall be deemed completed.

The completed operations hazard does not include bodily injury or property damage arising out of

- (a) operations in connection with the transportation of property, unless the bodily injury or property damage arises out of a condition in or on a vehicle created by the loading or unloading thereof,
- (b) the existence of tools, uninstalled equipment or abandoned or unused materials, or
- (c) operations for which the classification stated in the policy or in the Company's manual specifies "including completed operations";

**"elevator"** means any hoisting or lowering device to connect floors or landings, whether or not in service, and all appliances thereof including any car, platform, shaft, hoistway, stairway, runway, power equipment and machinery; but does not include an automobile servicing hoist, or a hoist without a platform outside a building if without mechanical power or if not attached to building walls, or a hoist or material hoist used in alteration, construction or demolition operations, or an inclined conveyor used exclusively for carrying property or a dumbwaiter used exclusively for carrying property and having a compartment height not exceeding four feet;

**"Incidental contract"** means any written (1) lease of premises, (2) easement agreement, except in connection with construction or demolition operations on or adjacent to a railroad, (3) undertaking to indemnify a municipality required by municipal ordinance, except in connection with work for the municipality, (4) sidetrack agreement, or (5) elevator maintenance agreement;

**"insured"** means any person or organization qualifying as an insured in the "Persons Insured" provision of the applicable insurance coverage. The insurance afforded applies separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the Company's liability;

**"mobile equipment"** means a land vehicle (including any machinery or apparatus attached thereto), whether or not self-propelled, (1) not subject to motor vehicle registration, or (2) maintained for use exclusively on premises owned by or rented to the named insured, including the ways immediately adjoining, or (3) designed for use principally off public roads, or (4) designed or maintained for the sole purpose of affording mobility to equipment of the following types forming an integral part of or permanently attached to such vehicle: power cranes, shovels, loaders, diggers and drills; concrete mixers (other than the mix-in-transit type); graders, scrapers, rollers and other road construction or repair equipment; air compressors, pumps and generators, including spraying, welding and building cleaning equipment; and geophysical exploration and well servicing equipment;

**"named insured"** means the person or organization named in Item 1. of the declarations of this policy;

**"named insured's products"** means goods or products manufactured, sold, handled or distributed by the named insured or by others trading under his name, including any container thereof (other than a vehicle), but "named insured's products" shall not include a vending machine or any property other than such container, rented to or located for use of others but not sold;

**"occurrence"** means an accident, including continuous or repeated exposure to conditions, which results in bodily injury or property damage neither expected nor intended from the standpoint of the insured;

**"policy territory"** means:

- (1) the United States of America, its territories or possessions, or Canada, or
- (2) international waters or air space, provided the bodily injury or property damage does not occur in the course of travel or transportation to or from any other country, state or nation, or
- (3) anywhere in the world with respect to damages because of bodily injury or property damage arising out of a product which was sold for use or consumption within the territory described in paragraph (1) above, provided the original suit for such damages is brought within such territory;

**"products hazard"** includes bodily injury and property damage arising out of the named insured's products or reliance upon a representation or warranty made at any time with respect thereto, but only if the bodily injury or property damage occurs away from premises owned by or rented to the named insured and after physical possession of such products has been relinquished to others;

**"property damage"** means (1) physical injury to or destruction of tangible property which occurs during the policy period, including the loss of use thereof at any time resulting therefrom, or (2) loss of use of tangible property which has not been physically injured or destroyed provided such loss of use is caused by an occurrence during the policy period;

**SUPPLEMENTARY PAYMENTS**

The Company will pay, in addition to the applicable limit of liability;

(a) all expenses incurred by the Company, all costs taxed against the insured in any suit defended by the Company and all interest on the entire amount of any judgment therein which accrues after entry of the judgment and before the Company has paid or tendered or deposited in court that part of the judgment which does not exceed the limit of the Company's liability thereon;

(b) premiums on appeal bonds required in any such suit, premiums on bonds to release attachments in any such suit for an amount not in excess of the applicable limit of liability of this policy, and the cost of bail bonds required of the insured because of accident

or traffic law violation arising out of the use of any vehicle to which this policy applies, not to exceed \$250 per bail bond, but the Company shall have no obligation to apply for or furnish any such bonds;

(c) expenses incurred by the insured for first aid to others at the time of an accident, for bodily injury to which this policy applies;

(d) reasonable expenses incurred by the insured at the Company's request in assisting the Company in the investigation or defense of any claim or suit, including actual loss of earnings not to exceed \$25 per day.

### CONDITIONS

**1. Premium:** All premiums for this policy shall be computed in accordance with the Company's rules, rates, rating plans, premiums and minimum premiums applicable to the insurance afforded herein.

Premium designated in this policy as "advance premium" is a deposit premium only which shall be credited to the amount of the earned premium due at the end of the policy period. At the close of each period (or part thereof terminating with the end of the policy period) designated in the declarations as the audit period the earned premium shall be computed for such period and, upon notice thereof to the named insured, shall become due and payable. If the total earned premium for the policy period is less than the premium previously paid, the Company shall return to the named insured the unearned portion paid by the named insured.

The named insured shall maintain records of such information as is necessary for premium computation, and shall send copies of such records to the Company at the end of the policy period and at such times during the policy period as the Company may direct.

**2. Inspection and Audit:** The Company shall be permitted but not obligated to inspect the named insured's property and operations at any time. Neither the Company's right to make inspections nor the making thereof nor any report thereon shall constitute an undertaking, on behalf of or for the benefit of the named insured or others, to determine or warrant that such property or operations are safe or healthful, or are in compliance with any law, rule or regulation.

The Company may examine and audit the named insured's books and records at any time during the policy period and extensions thereof and within three years after the final termination of this policy, as far as they relate to the subject matter of this insurance.

**3. Financial Responsibility Laws:** When this policy is certified as proof of financial responsibility for the future under the provisions of any motor vehicle financial responsibility law, such insurance as is afforded by this policy for bodily injury liability or for property damage liability shall comply with the provisions of such law to the extent of the coverage and limits of liability required by such law. The insured agrees to reimburse the Company for any payment made by the Company which it would not have been obligated to make under the terms of this policy except for the agreement contained in this paragraph.

**4. Insured's Duties in the Event of Occurrence, Claim or Suit:**

(a) In the event of an occurrence, written notice containing particulars sufficient to identify the insured and also reasonably obtainable information with respect to the time, place and circumstances thereof, and the names and addresses of the injured and of available witnesses, shall be given by or for the insured to the Company or any of its authorized agents as soon as practicable.

(b) If claim is made or suit is brought against the insured, the insured shall immediately forward to the Company every demand, notice, summons or other process received by him or his representative.

(c) The insured shall cooperate with the Company and, upon the Company's request, assist in making settlements, in the conduct of suits and in enforcing any right of contribution or indemnity against any person or organization who may be liable to the insured because of injury or damage with respect to which insurance is afforded under this policy; and the insured shall attend hearings

and trials and assist in securing and giving evidence and obtaining the attendance of witnesses. The insured shall not, except at his own cost, voluntarily make any payment, assume any obligation or incur any expense other than for first aid to others at the time of accident.

**5. Action Against Company:** No action shall lie against the Company unless, as a condition precedent thereto, there shall have been full compliance with all of the terms of this policy, nor until the amount of the insured's obligation to pay shall have been finally determined either by judgment against the insured after actual trial or by written agreement of the insured, the claimant and the Company.

Any person or organization or the legal representative thereof who has secured such judgment or written agreement shall thereafter be entitled to recover under this policy to the extent of the insurance afforded by this policy. No person or organization shall have any right under this policy to join the Company as a party to any action against the insured to determine the insured's liability, nor shall the Company be impleaded by the insured or his legal representative. Bankruptcy or insolvency of the insured or of the insured's estate shall not relieve the Company of any of its obligations hereunder.

**6. Other Insurance:** The insurance afforded by this policy is primary insurance, except when stated to apply in excess of or contingent upon the absence of other insurance. When this insurance is primary and the insured has other insurance which is stated to be applicable to the loss on an excess or contingent basis, the amount of the Company's liability under this policy shall not be reduced by the existence of such other insurance.

When both this insurance and other insurance apply to the loss on the same basis, whether primary, excess or contingent, the Company shall not be liable under this policy for a greater proportion of the loss than that stated in the applicable contribution provision below:

(a) **Contribution by Equal Shares.** If all of such other valid and collectible insurance provides for contribution by equal shares, the Company shall not be liable for a greater proportion of such loss than would be payable if each insurer contributes an equal share until the share of each insurer equals the lowest applicable limit of liability under any one policy or the full amount of the loss is paid, and with respect to any amount of loss not so paid the remaining insurers then continue to contribute equal shares of the remaining amount of the loss until each such insurer has paid its limit in full or the full amount of the loss is paid.

(b) **Contribution by Limits.** If any of such other insurance does not provide for contribution by equal shares, the Company shall not be liable for a greater proportion of such loss than the applicable limit of liability under this policy for such loss bears to the total applicable limit of liability of all valid and collectible insurance against such loss.

**7. Subrogation:** In the event of any payment under this policy, the Company shall be subrogated to all the insured's rights of recovery therefor against any person or organization and the insured shall execute and deliver instruments and papers and do whatever else is necessary to secure such rights. The insured shall do nothing after loss to prejudice such rights.



8. **Changes:** Notice to any agent or knowledge possessed by any agent or by any other person shall not affect a waiver or a change in any part of this policy or estop the Company from asserting any right under the terms of this policy; nor shall the terms of this policy be waived or changed, except by endorsement issued to form a part of this policy.

9. **Assignment:** Assignment of interest under this policy shall not bind the Company until its consent is endorsed hereon; if, however, the named insured shall die, such insurance as is afforded by this policy shall apply (1) to the named insured's legal representative as the named insured, but only while acting within the scope of his duties as such, and (2) with respect to the property of the named insured, to the person having proper temporary custody thereof, as insured, but only until the appointment and qualification of the legal representative.

10. **Three Year Policy:** If this policy is issued for a period of three years any limit of the Company's liability stated in this policy as "aggregate" shall apply separately to each consecutive annual period thereof.

11. **Cancellation:** This policy may be cancelled by the named insured by surrender thereof to the Company or any of its authorized agents or by mailing to the Company written notice stating when

thereafter the cancellation shall be effective. This policy may be cancelled by the Company by mailing to the named insured at the address shown in this policy, written notice stating when not less than ten days thereafter such cancellation shall be effective. The mailing of notice as aforesaid shall be sufficient proof of notice. The time of surrender or the effective date and hour of cancellation stated in the notice shall become the end of the policy period. Delivery of such written notice either by the named insured or by the Company shall be equivalent to mailing.

If the named insured cancels, earned premium shall be computed in accordance with the customary short rate table and procedure. If the Company cancels, earned premium shall be computed pro rata. Premium adjustment may be made either at the time cancellation is effected or as soon as practicable after cancellation becomes effective, but payment or tender of unearned premium is not a condition of cancellation.

12. **Declarations:** By acceptance of this policy, the named insured agrees that the statements in the declarations are his agreements and representations, that this policy is issued in reliance upon the truth of such representations and that this policy embodies all agreements existing between himself and the Company or any of its agents relating to this insurance.

IN WITNESS WHEREOF, the Company has caused this policy to be signed by its President and Secretary, but the same shall not be binding upon the Company unless countersigned by an authorized agent of the Company.

*Wm Benedict*  
SECRETARY

*Myron Du Bois*  
PRESIDENT

### NUCLEAR ENERGY LIABILITY EXCLUSION ENDORSEMENT (BROAD FORM)

This endorsement modifies the provisions of the policy relating to ALL AUTOMOBILE LIABILITY, GENERAL LIABILITY AND MEDICAL PAYMENTS INSURANCE OTHER THAN FAMILY AUTOMOBILE, SPECIAL PACKAGE AUTOMOBILE, COMPREHENSIVE PERSONAL AND FARMER'S COMPREHENSIVE PERSONAL INSURANCE.

It is agreed that:

I. This policy does not apply:

A. Under any Liability Coverage, to bodily injury or property damage

(1) with respect to which an insured under this policy is also an insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters or Nuclear Insurance Association of Canada, or would be an insured under any such policy but for its termination upon exhaustion of its limit of liability; or

(2) resulting from the hazardous properties of nuclear material and with respect to which (a) any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or (b) the insured is, or had this policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization.

B. Under any Medical Payments Coverage, or under any Supplementary Payments provision relating to first aid, to expenses incurred with respect to bodily injury resulting from the hazardous properties of nuclear material and arising out of the operation of a nuclear facility by any person or organization.

C. Under any Liability Coverage, to bodily injury or property damage resulting from the hazardous properties of nuclear material, if

(1) the nuclear material (a) is at any nuclear facility owned by, or operated by or on behalf of, an insured or (b) has been discharged or dispersed therefrom;

(2) the nuclear material is contained in spent fuel or waste at any time possessed, handled, used, processed, stored, transported or disposed of by or on behalf of an insured; or

(3) the bodily injury or property damage arises out of the furnishing by an insured of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any nuclear facility, but if such facility is located within the United States of America, its territories or possessions or Canada, this exclusion (3) applies only to property damage to such nuclear facility and any property thereof.

II. As used in this endorsement:

"hazardous properties" include radioactive, toxic or explosive properties;

"nuclear material" means source material, special nuclear material or byproduct material;

"source material", "special nuclear material", and "byproduct material" have the meanings given them in the Atomic Energy Act of 1954 or in any law amendatory thereof;

"spent fuel" means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a nuclear reaction

"waste" means any waste material (a) containing by-product material other than the tailings or wastes produced by the extraction or concentration of uranium or thorium from any ore processed primarily for its source material content, and (b) resulting from the operation by any person or organization of any nuclear facility included under the first two paragraphs of the definition of nuclear facility;

"nuclear facility" means

(a) any nuclear reactor,

(b) any equipment or device designed or used for (1) separating the isotopes of uranium or plutonium, (2) processing or utilizing spent fuel, or (3) handling, processing or packaging waste,

(c) any equipment or device used for the processing, fabricating or alloying of special nuclear material if at any time the total amount of such material in the custody of the insured at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235,

(d) any structure, basin, excavation, premises or place prepared or used for the storage or disposal of waste, and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations;

"nuclear reactor" means any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable material;

"property damage" includes all forms of radioactive contamination of property.



### EXCLUSION

(Explosion Hazard, Collapse Hazard, Underground Property Damage Hazard) (5333)

It is agreed that the policy does not apply to property damage included within:

- (1) the explosion hazard in connection with operations identified in the policy or in the schedule of this endorsement by a classification code which includes the symbol "x";
- (2) the collapse hazard in connection with operations identified in the policy or in the schedule of this endorsement by a classification code which includes the symbol "c";
- (3) the underground property damage hazard in connection with operations identified in the policy or in the schedule of this endorsement by a classification code which includes the symbol "u".

#### ADDITIONAL DEFINITIONS When used in reference to this insurance:

"explosion hazard" includes property damage arising out of blasting or explosion. The explosion hazard does not include property damage (1) arising out of the explosion of air or steam vessels, piping under pressure, prime movers, machinery or power transmitting equipment, or (2) arising out of operations performed for the named insured by independent contractors, or (3) included within the completed operations hazard or the underground property damage hazard, or (4) for which liability is assumed by the insured under an incidental contract;

"collapse hazard" includes "structural property damage" as defined herein and property damage to any other property at any time resulting therefrom. "Structural property damage" means the collapse of or structural injury to any building or structure due to (1) grading of land, excavating, borrowing, filling, back-filling, tunneling, pile driving, cofferdam work or caisson work or (2) moving, shoring, underpinning, raising or demolition of any building or structure or removal or rebuilding of any structural support thereof. The collapse hazard does not include property damage (1) arising out of operations performed for the named insured by independent contractors, or (2) included within the completed operations hazard or the underground property damage hazard, or (3) for which liability is assumed by the insured under an incidental contract;

"underground property damage hazard" includes underground property damage as defined herein and property damage to any other property at any time resulting therefrom. "Underground property damage" means property damage to wires, conduits, pipes, mains, sewers, tanks, tunnels, any similar property, and any apparatus in connection therewith, beneath the surface of the ground or water, caused by and occurring during the use of mechanical equipment for the purpose of grading land, paving, excavating, drilling, borowing, filling, back-filling or pile driving. The underground property damage hazard does not include property damage (1) arising out of operations performed for the named insured by independent contractors, or (2) included within the completed operations hazard, or (3) for which liability is assumed by the insured under an incidental contract.

It is further agreed that:

- (1) Symbol "x" is deleted from classification code numbers(a);
- (2) Symbol "c" is deleted from classification code numbers(a);
- (3) Symbol "u" is deleted from classification code numbers(a);

### SCHEDULE

19202x	Ammunition or Explosives Mfg.—including cartridge charging or loading, cap, primer or detonator mfg.	73912xcu	Contractors' Equipment—cranes, derricks, power shovels, and equipment incidental thereto—rented to others with operators—including installation, repair or removal.
50221ax	Anhydrous Ammonia Distributing.	17981cu	Contractors' Equipment—earth moving equipment other than cranes, derricks and power shovels—rented to others with operators—including installation, repair or removal.
28111x	Asphalt or Tar Distilling or Refining.	73916cu	Contractors' Equipment—steam boilers, compressors, air pressure tanks, pneumatic tools, and equipment incidental thereto—rented to others with operators—including installation, repair or removal.
17885axd	Building or Structure Raising, Moving or Underpinning—including incidental shoring, removal or rebuilding of walls, foundations, columns or piers.	73911u	Contractors' Equipment (excluding automobiles)—rented to others with operators—including installation, repair or removal.
17905xcu	Caisson Work—foundations for buildings—including pile driving, excavation, masonry or concrete work up to completion of substructure only.	20408x	Corn Products Mfg.
18235xcu	Caisson Work—not foundations for buildings—including pile driving, excavation, masonry or concrete work up to completion of substructure only.	20901x	Cottonseed Oil Mfg.—solvent extraction process.
29902x	Charcoal Mfg.—including distillation.	18232xcu	Dam or Reservoir Construction.
28106x	Chemical Mfg.	20408x	Dextrine Mfg.
28705x	Chemicals Mfg.—Agricultural.	49115xcu	Electric Light or Power Companies—including outside salesmen, collectors and meter readers—including completed operations except with respect to the installation, servicing or repair of appliances.
14001x	Clay or Shale Digging—no canal, sewer or cellar excavation or underground mining.		
18235xcu	Cofferdam Work—including pile driving, excavation, masonry or concrete work up to completion of substructure only.		
18285xcu	Conduit Construction—for cables or wires.		

(Continued on Reverse Side)

POLICY NUMBER	INSURED	EFFECTIVE
<b>FIREMAN'S FUND INSURANCE COMPANY</b> <b>THE AMERICAN INSURANCE COMPANY</b> <b>NATIONAL SURETY CORPORATION</b> <b>ASSOCIATED INDEMNITY CORPORATION</b> <b>AMERICAN AUTOMOBILE INSURANCE COMPANY</b>		PRODUCER
<i>Myron R. Davis</i> PRESIDENT		COUNTERSIGNATURE OF AUTHORIZED AGENT

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(Continued from Obverse Side)

49116sxc	Electric Light or Power Cooperatives—Rural Electrification Administration Projects only—including outside salesmen, collectors and meter readers—including completed operations except with respect to the installation, servicing or repair of appliances.	45100sxc	Pipe Lines—oil-operation, including maintenance.
16242xc	Electric Light or Power Line Construction—Rural Electrification Administration Projects only.	30792x	Plastic Materials and non-vulcanizable elastomers Mfg.
16245xcu	Electric Light or Power Line Construction.	17185u	Plumbing—gas, steam, hot water or other pipe fitting—including house connections, shop and retail stores or display rooms.
15111xcu	Excavation.	28515x	Putty, Caulking Compounds or Allied Products Mfg.
19202sx	Explosives or Ammunition Mfg.—including cartridge charging or loading, cap, primer or detonator mfg.	30793x	Ptyoxylin Plastic Goods Mfg.
20403x	Feed Mfg.—preparation of cereal or compound feeds for livestock.	14001x	Quarries—including the operation of crushers.
49221xcu	Gas Companies—natural gas—local distribution—including outside salesmen, collectors and meter readers—including completed operations except with respect to the installation, servicing or repair of appliances.	16215x	Railroad Construction—including laying, relaying or removal of tracks or maintenance of way by contractors.
59810x	Gas Dealers.	28218x	Resins Mfg.—synthetic.
59851x	Gas Dealers—liquefied petroleum gas.	28220x	Rubber Mfg.—vulcanizable elastomers.
49252xcu	Gas Distributing—liquefied petroleum gas—local distribution by gas mains or piping from central tanks to ultimate consumers—including meter readers—including completed operations except with respect to the installation, servicing or repair of appliances.	17885sxc	Salvage Operations—including incidental wrecking, shoring or other structural work, the handling of machinery in damaged buildings, and salesmen or clerical at site of wrecking.
16225xcu	Gas Mains or Connections Construction—including tunneling at street crossings.	14001x	Sand or Gravel Digging—no canal, sewer, cellar excavation or underground mining.
28103x	Gas Mfg.—industrial.	17181u	Septic Tank Systems Installation, maintenance or repair including house connections, shop and retail stores or display rooms.
28102x	Gas Mfg.—oxygen, hydrogen or acetylene.	16225xcu	Sewer Mains or Connections Construction—including tunneling at street crossings.
49251xcu	Gas Works—including outside salesmen, collectors, and meter readers—including completed operations except with respect to the installation, servicing or repair of appliances.	18235xcu	Shaft Sinking—including pile driving, excavation, concrete work or lining.
50851x	Gasoline or Oil Dealers.	32811x	State Splitting or Mfg. of Footing State.
13210dxcz	Gasoline Recovery—from casing head or natural gas.	20402x	Starch Mfg.
13831x	Geophysical Exploration—seismic method—all employees, including completed operations.	49610xcu	Steam Heating or Power companies—not electric—including outside salesmen, collectors and meter readers—including completed operations except with respect to the installation, servicing or repair of appliances.
07313xcu	Grading of Land.	16225xcu	Steam Mains or Connections Construction—including tunneling at street crossings.
42211x	Grain Elevator Operation—including local managers.	32905x	Stone Crushing.
20402x	Grain Milling.	18112xcu	Street or Road Construction or Maintenance—State, County, City or Other Governmental Units.
16205xcu	Iron or Steel Erection—skyscraper construction.	16115xcu	Street or Road Construction or Reconstruction—clearing of right-of-way, excavation, filling or grading, bridge or culvert building.
16255xcu	Irrigation or Drainage System Construction—including pile driving or dredging.	16125xcu	Street or Road Paving & Repaving, Subdrainage or Retaining Facing or Scraping.
07311xcu	Landscape Gardening—including completed operations.	18205xcu	Subway Construction.
32703x	Lime Mfg.—including quarrying.	17802xcu	Swimming Pools—below ground—installation, servicing and repair—including completed operations.
33411x	Magnesium Metal Mfg.	48110u	Telephone or Telegraph Companies—including outside salesmen, collectors, messengers and clerical—including completed operations.
14001x	Mining—surface.	16245xcu	Telephone, Telegraph or Fire Alarm Line Construction.
12002x	Mining.	18235xcu	Tunneling—including lining.
13851dxcz	Oil or Gas Well Drilling.	17885sxc	Underpinning Buildings or Structures—including incidental shoring, removal or rebuilding of walls, foundations, columns or piers.
50851x	Oil or Gasoline Dealers.	16225xcu	Water Mains or Connections Construction—including tunneling at street crossings.
13122dxcz	Oil Lease Operators or Gas Lease Operators—natural gas—including completed operations.	49411xcu	Waterworks—including outside salesmen, collectors and meter readers—including completed operations except with respect to the installation, servicing or repair of appliances.
13121dxcz	Oil Lease Operators or Gas Lease Operators—natural gas—within the limits of any town or city, on the right-of-way of any railroad, or in any ocean, gulf or bay—including completed operations.	17785x	Welding or Cutting.
20901x	Oil Mfg.—vegetables—by solvent extraction process.		WRECKING
29112x	Oil Refining—petroleum.	17811xc	Dismantling of pre-fabricated dwellings not exceeding three stories in height for re-erection—including completed operations.
28102x	Oxygen or Hydrogen Mfg.—electrolytic process.	17822sxc	Wrecking Buildings or Structures—not marine—including salesmen or clerical at site of wrecking—including completed operations.
28512x	Paint, Varnish, Shellac or Lacquer Mfg.		
17805xcu	Pile Driving—building foundations only.		
16294cu	Pile Driving—including timber wharf building.		
18298cu	Pile Driving—sonic method.		
18365xcu	Pipe Line Construction—including pile driving or dredging.		
49222sx	Pipe Lines—gas-operation, including maintenance.		



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SPECIFIED INTEREST ENDORSEMENT	
INSURED	POLICY NUMBER
PRODUCER	EFFECTIVE DATE

Specimen Form

Agreed that this policy shall not be cancelled nor the coverage thereof reduced

until \_\_\_\_\_ days

notice of such cancellation or reduction in coverage shall have been sent in writing to:

ONE OF THE FIREMAN'S FUND INSURANCE COMPANIES AS NAMED IN THE POLICY	<i>Myron A. Bain</i> PRESIDENT 10-3	COUNTERSIGNATURE OF AUTHORIZED AGENT
----------------------------------------------------------------------------	----------------------------------------	--------------------------------------

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COPY



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COMMERCIAL LIABILITY  
COVERAGE  
POLICY AMENDMENT

GENERAL LIABILITY  
General Liability Multi-Coverage  
105161-10-76 REV. 2/77

IF THE FOLLOWING INFORMATION IS NOT COMPLETE, REFER TO THE APPROPRIATE DECLARATIONS ATTACHED TO THE POLICY.

INSURED	POLICY NUMBER	SEQUENTIAL NO.
PRODUCER	EFFECTIVE DATE	

Specimen Form

### DECLARATIONS

PERSONAL INJURY LIABILITY AGGREGATE LIMIT SHALL BE THE PER OCCURRENCE BODILY INJURY LIABILITY LIMIT UNLESS OTHERWISE INDICATED HEREIN: \$ ,000 AGGREGATE

Such insurance as is afforded by the policy for Comprehensive General Liability Insurance or Storekeeper's Insurance is amended to include the following additions and extensions of coverage:

#### 1. PERSONAL INJURY LIABILITY

a. The definition of "bodily injury" is amended to read: "bodily injury" means (a) bodily injury, sickness or disease sustained by any person which occurs during the policy period, including death at any time resulting therefrom, and (b) personal injury committed in the conduct of the named insured's business.

b. When used in this policy personal injury means:

Group A—false arrest, detention or imprisonment, or malicious prosecution;

Group B—the publication of utterance of a libel or slander or of other defamatory or disparaging material, or a publication or utterance in violation of an individual's right of privacy; except publications or utterances in the course of or related to advertising, broadcasting or telecasting activities conducted by or on behalf of the named insured;

Group C—wrongful entry or eviction, or other invasion of the right of private occupancy; if such offense is committed

during the policy period within the United States of America, its territories or possessions, or Canada.

c. Solely as respects the insurance applicable to personal injury, the exclusions of the policy are deleted and replaced by the following:

This insurance does not apply:

(1) to personal injury arising out of the willful violation of penal statute or ordinance committed by or with the knowledge or consent of any insured;

(2) to personal injury arising out of any publication or utterance described in Group B, if the injurious publication or utterance of the same or similar material by or on behalf of the named insured was made prior to the effective date of this insurance.

(3) to personal injury arising out of a publication or utterance described in Group B concerning any organization or business enterprise, or its products or services, made by or at the direction of any insured with knowledge of the falsity thereof.

d. With respect to the insurance afforded for personal injury:

This Form must be attached to Change Endorsement when issued after the Policy is written.

ONE OF THE FIREMAN'S FUND INSURANCE COMPANIES AS NAMED IN THE POLICY

STOCK NO. 105161-10-76 REV.

PRESIDENT  
PAGE ONE OF FOUR

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STOCK NO. 105161-18-76 REV.

PAGE TWO OF FOUR

(1) Person Insured as defined under Comprehensive General Liability Insurance is amended to read:

Persons Insured: Each of the following is an insured to the extent set forth below:

(a) if the named insured is designated in the Declarations as an individual, the person so designated and his spouse;

(b) if the named insured is designated in the Declarations as a partnership or joint venture, the partnership or joint venture so designated and any partner or member thereof but only with respect to his liability as such;

(c) if the named insured is designated in the Declarations as other than an individual, partnership or joint venture, the organization so designated and any executive officer, director or stockholder thereof while acting within the scope of his duties as such. This insurance does not apply to personal injury arising out of the conduct of any partnership or joint venture of which the insured is a partner or member and which is not designated in this policy as a named insured.

(2) The word "damages" when used in reference to bodily injury shall include damages which are payable because of an offense described in Group A, B or C to which insurance as respects personal injury applies.

c. Limits of Liability: Regardless of the number of (1) insureds hereunder, (2) persons or organizations who sustain personal injury, or (3) claims made or suits brought on account of personal injury, the total limit of the Company's liability under this coverage for all damages shall not exceed the limit of liability stated in the Declarations as applicable to this endorsement as "aggregate."

## 2. ADDITIONAL INSURED—EMPLOYEES

The "PERSONS INSURED" provision is amended to include any employee of the named insured while acting within the scope of his duties as such but the insurance afforded to such employee does not apply:

a. to bodily injury to (1) another employee of the named insured arising out of or in the course of his employment or (2) the named insured or, if the named insured is a partnership or joint venture, any partner or member thereof;

b. to property damage to property owned, occupied or used by, rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by (1) another employee of the named insured or (2) the named insured or, if the named insured is a partnership or joint venture, any partner or member thereof;

c. to injury to which Incidental Malpractice Coverage, Section 10 of this endorsement, applies.

## 3. CONTRACTUAL LIABILITY

It is agreed that:

a. The policy exclusions relating to the ownership, maintenance, operation or use and loading and unloading of

automobiles, aircraft or watercraft, snowmobiles or trailers designed for use therewith, and relating to the transportation of mobile equipment by an automobile owned or operated by or rented or loaned to any insured do not apply to incidental contracts as defined herein.

b. The definition of Incidental contract is amended to read: Incidental contract means (a) any written (1) lease of premises, (2) easement agreement, except in connection with construction or demolition operations on or adjacent to a railroad, (3) undertaking to indemnify a municipality required by municipal ordinance except in connection with work for the municipality, (4) sidetrack agreement, or (5) elevator maintenance agreement, and (b) any other written contract or agreement relating to the conduct of the named insured's business.

c. Solely as respects subdivision (b) of Incidental contract, this insurance does not apply:

(1) to bodily injury or property damage for which the insured has assumed liability under any incidental contract, if such injury or damage occurred prior to the execution of the incidental contract;

(2) if the insured is an architect, engineer or surveyor, to bodily injury or property damage arising out of the rendering or failure to render professional services by such insured, including (a) the preparation or approval of maps, drawings, opinions, reports, surveys, change orders, designs or specifications, and (b) supervisory, inspection or engineering services;

(3) if the indemnitee of the insured is an architect, engineer or surveyor, to the liability of the indemnitee, his agents or employees arising out of (a) the preparation or approval or the failure to prepare or approve maps, drawings, opinions, reports, surveys, change orders, designs or specifications, or (b) the giving of or the failure to give directions or instructions by the indemnitee, his agents or employees, provided such giving or failure to give is the primary cause of the bodily injury or property damage;

(4) to any obligation for which the insured may be held liable in an action on a contract by a third party beneficiary for bodily injury or property damage arising out of a project for a public authority; but this exclusion does not apply to an action by the public authority or any other person or organization engaged in the project;

(5) to any contract with a labor union;

(6) to bodily injury or property damage arising out of operations within fifty feet of any railroad property affecting any railroad bridge or trestle, track road bed, tunnel, underpass or crossing.

(7) if the named insured is a truckman, to any contract with any other truckman; or

(8) to any contract wherein the indemnitee is engaged in the business or occupation of providing the following services: (a) medical, surgical, dental, x-ray or nursing service

or treatment or the furnishing of food or beverages in connection therewith, or (b) the furnishing or dispensing of drugs or medical, dental or surgical supplies or appliances.

d. The following additional condition applies:

**Arbitration:** The Company shall be entitled to exercise all of the insured's rights in the choice of arbitrators and in the conduct of any arbitration proceeding.

e. The following additional definition applies:

suit includes an arbitration proceeding to which the insured has submitted with the Company's consent.

#### 4. BROAD FORM PROPERTY DAMAGE (Including Completed Operations)

It is agreed that the insurance for property damage liability applies, subject to the following additional provisions:

a. The exclusions relating to property damage to (1) property owned, occupied or used by or rented to the insured or in the care, custody or control of the insured or as to which the insured is for any purpose exercising physical control and (2) work performed by or on behalf of the named insured arising out of the work or any portion thereof, or out of materials, parts or equipment furnished in connection therewith, are replaced by the following exclusions (y) and (z):

(y) to property damage

(1) to property owned or occupied by or rented to the insured, or except with respect to the use of elevators, to property held by the insured for sale or entrusted to the insured for storage or safekeeping,

(2) except with respect to liability under a written sidetrack agreement or the use of elevators to

(a) property while on premises owned by or rented to the insured for the purpose of having operations performed on such property by or on behalf of the insured,

(b) tools or equipment while being used by the insured in performing his operations,

(c) property in the custody of the insured which is to be installed, erected or used in construction by the insured,

(d) that particular part of any property, not on premises owned by or rented to the insured,

(i) upon which operations are being performed by or on behalf of the insured at the time of the property damage arising out of such operations, or

(ii) out of which any property damage arises, or

(iii) the restoration, repair or replacement of which has been made or is necessary by reason of faulty workmanship thereon by or on behalf of the insured;

(z) with respect to the completed operations hazard, to property damage to work performed by the named insured arising out of the work or any portion thereof, or out of

materials, parts or equipment furnished in connection therewith.

b. The insurance afforded hereby shall be excess insurance over any valid and collectible property insurance (including any deductible portion thereof) available to the insured, such as but not limited to Fire and Extended Coverage, Builder's Risk Coverage or Installation Risk Coverage, and the "Other Insurance" Condition is amended accordingly.

#### 5. FIRE AND OR EXPLOSION LEGAL LIABILITY COVERAGE—REAL PROPERTY

The Property Damage Liability Coverage applies to property damage to structures or portions thereof rented to or occupied by the named insured, including fixtures permanently attached thereto if such property damage arises out of fire and/or explosion, subject to the following additional provisions:

a. With respect to the insurance provided by these provisions, all of the exclusions of the policy, other than the Nuclear Energy Liability exclusion (Broad Form), are deleted and replaced by the following:

(1) This insurance does not apply to liability assumed by the insured under any contract or agreement,

(2) As respects coverage afforded by the explosion hazard, the insurance does not apply to loss by explosion of steam boilers, steam pipes, steam turbines or steam engines.

b. The following are not "explosions" within the intent or meaning of the explosion coverage:

(1) electric arcing,

(2) rupture or bursting of rotating or moving parts of machinery caused by centrifugal force or mechanical breakdown,

(3) water hammer,

(4) rupture or bursting of water pipes,

(5) rupture or bursting due to expansion or swelling of the contents of any buildings or structures, caused by or resulting from water, or

(6) rupture, bursting or operation of pressure relief devices.

c. The limit of property damage liability in the Declarations of the policy as applicable to "each occurrence" is, as respects this Fire and/or Explosion Legal Liability Coverage—Real Property, amended to read \$25,000 each occurrence unless otherwise stated in the Declarations.

d. The insurance afforded hereby shall be excess insurance over any valid and collectible property insurance (including any deductible portion thereof) available to the insured, such as, but not limited to, Fire, Extended Coverage, Builder's Risk Coverage or Installation Risk Coverage, and the Other Insurance Condition of the policy is amended accordingly.

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STOCK NO. 185161-10-76 REV.

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**6. WATERCRAFT NON-OWNERSHIP (UNDER 33 FEET IN LENGTH)**

It is agreed that the policy exclusion relating to the ownership, maintenance, operation, use, loading or unloading of watercraft shall not apply to any watercraft under 33 feet in length provided such watercraft is not owned by the named insured and is not being used to carry persons for a charge.

The insurance afforded hereby shall be excess insurance over any other valid and collectible insurance available to the insured.

**7. INSURED'S DUTIES IN THE EVENT OF OCCURRENCE, CLAIM OR SUIT**

It is agreed that paragraphs (a) and (b) of Condition 3 are deleted and replaced by the following:

(a) In the event of an occurrence, written notice containing particulars sufficient to identify the insured, and also reasonably obtainable information with respect to the time, place and circumstances thereof, and the names and addresses of the injured and of available witnesses, shall be given by or for the insured to the Company or shall be given by or for the insured to the Company or any of its authorized agents as soon as practicable after knowledge of such occurrence is had by the named insured, if an individual; by a partner, if a partnership; or by an executive officer or insurance manager, if a corporation.

(b) If a claim is made or suit is brought against the insured, every demand, notice, summons or other process received by the insured or his representative shall be immediately forwarded to the Company; however, this condition will not be considered breached unless failure to forward such demand, notice, summons or other process to the Company occurs after knowledge of such is had by the named insured, if an individual; by a partner, if a partnership; or by an executive officer or insurance manager, if a corporation.

**8. WORLDWIDE PRODUCTS LIABILITY (Claims or Suits Brought Within the USA or Canada)**

It is agreed that the definition of policy territory is amended to read as follows:

"policy territory" means:

- a. The United States of America, its territories or possessions, or Canada, or
- b. international waters or air space, provided the bodily injury, personal injury or property damage does not occur in the course of travel or transportation to or from any other country, state or nation, or
- c. anywhere in the world with respect to damages

because of bodily injury or property damage arising out of the named insured's products, but only as respects claims or suits brought within the United States of America, its territories or possessions, or Canada.

**9. AUTOMATIC COVERAGE—NEWLY ACQUIRED ENTITIES (30 DAYS)**

The word insured shall include any entity which is acquired or formed after the effective date of this endorsement by any named insured and over which such named insured maintains ownership or financial control, provided this insurance does not apply to bodily injury or property damage with respect to which such a new insured under this policy is also an insured under any other liability or indemnity policy or would be an insured under such policy but for exhaustion of its limits of liability. The insurance afforded hereby shall terminate 30 days from the date any such entity is acquired or formed by such named insured unless this policy is endorsed to include such new insured as a named insured effective as of the date of such acquisition or formation.

**10. INCIDENTAL MALPRACTICE COVERAGE**

It is agreed that such insurance as is afforded by the policy to the insured as respects injury arising out of the rendering of failure to render professional services by any physician, dentist or nurse employed by the named insured effective as of the date of such acquisition or formation.

a. with respect to injury to any employee of the insured arising out of and in the course of his employment by the insured, coverage applies only to injury to the emotions or reputation of such employee;

b. with respect to injury to any person other than any employee described in (a) above, coverage applies to any injury sustained by such person.

**11. HOST LIQUOR LIABILITY**

The exclusion contained in the policy with respect to the manufacturing, distributing, selling or serving alcoholic beverages does not apply to bodily injury or property damage arising out of serving or giving of alcoholic beverages by or on behalf of the named insured provided the named insured is not a person or organization engaged in the business of manufacturing, distributing, selling or serving alcoholic beverages, or is not an owner or lessor of premises used for such purposes.

**12. ADDITIONAL CONDITIONS**

1. If Coverage Part - Garage Liability is attached to this policy, the Limitation of Coverage Under said Coverage Part does not apply with respect to coverages afforded by this endorsement.

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01 FIREMAN'S FUND INSURANCE COMPANY, IS. AMERICAN AUTOMOBILE INSURANCE COMPANY  
 12 THE AMERICAN INSURANCE COMPANY, IS. ASSOCIATED INDEMNITY CORPORATION  
 02 NATIONAL SURETY CORPORATION

ITEM ONE. NAMED INSURED	POLICY NUMBER
----------------------------	---------------

## BUSINESS AUTO POLICY DECLARATIONS

INSURANCE IS PROVIDED ONLY FOR THOSE COVERAGES FOR WHICH AN ENTRY IS SHOWN BY "S" IN THE APPLICABLE BOX AND FOR WHICH LIMITS OF LIABILITY ARE STATED IN THE PLACE PROVIDED IN THESE DECLARATIONS.

ITEM TWO. SCHEDULE OF COVERAGES AND COVERED AUTOS (SEE SUPPLEMENTARY STATE ENDORSEMENTS WHERE APPLICABLE)		
	LIMITS	
	EACH PERSON	EACH ACCIDENT
<input type="checkbox"/> LIABILITY INSURANCE		
<input type="checkbox"/> COMBINED BODILY INJURY AND PROPERTY DAMAGE LIABILITY	XXXXXXXXXX	\$ ,000
<input type="checkbox"/> BODILY INJURY LIABILITY	\$ ,000	\$ ,000
<input type="checkbox"/> PROPERTY DAMAGE LIABILITY	XXXXXXXXXX	\$ ,000
<input type="checkbox"/> AUTO MEDICAL PAYMENTS INSURANCE	\$	XXXXXXXXXX
<input type="checkbox"/> UNINSURED MOTORISTS INSURANCE		
DESIGNATED STATES	\$	\$
	\$	\$
	\$	\$
	\$	\$
<input type="checkbox"/> COVERAGES	SYMBOLS (SEE PART I, PARAGRAPH K)	
<input type="checkbox"/> LIABILITY INSURANCE	COVERED AUTO DESCRIPTION	
<input type="checkbox"/> PERSONAL INJURY PROTECTION		
<input type="checkbox"/> AUTO MEDICAL PAYMENTS		
<input type="checkbox"/> UNINSURED MOTORISTS INSURANCE		
PHYSICAL DAMAGE INSURANCE AT ACTUAL CASH VALUE OR COST OF REPAIR, WHICHEVER IS LESS, MINUS DEDUCTIBLE SHOWN BELOW UNLESS OTHERWISE SHOWN IN ITEM FOUR, SCHEDULE OF COVERED AUTOS YOU OWN		
<input type="checkbox"/> COVERAGES	DEDUCTIBLES	SYMBOLS (SEE PART I, PARAGRAPH K)
<input type="checkbox"/> COMPREHENSIVE	\$	*
<input type="checkbox"/> SPECIFIED PERILS	\$ 25.	**
<input type="checkbox"/> COLLISION	\$	
<input type="checkbox"/> TOWING AND LABOR		
1525. FOR EACH DISABLEMENT OF A PRIVATE PASSENGER AUTO:		
* APPLIES TO ALL LOSS EXCEPT FIRE AND LIGHTNING.		
** APPLIES ONLY TO LOSS CAUSED BY MALICIOUS MISCHIEF AND VANDALISM.		

ITEM THREE. DESCRIPTION OF COVERED AUTOS (SEE PART I, PARAGRAPH K)		ESTIMATED ANNUAL PREMIUM
IF THE POLICY IS ISSUED ON AN INSTALLMENT BASIS THE PREMIUM, INCLUDING INSTALLMENT CHARGES, IS TO BE PAID AS FOLLOWS		
DUE DATE		
AMOUNT \$		
DATE OF ISSUE	COMMON SIGNATURE OF AUTHORIZED AGENT	

THESE DECLARATIONS PAGES ARE ISSUED IN CONJUNCTION WITH AND ARE PART OF POLICY FORM 140404-4-78  
 595X-4-78

PAGE ONE

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NAMED INSURED	POLICY NUMBER
---------------	---------------

ITEM FOUR. SCHEDULE OF AUTOS YOU OWN.

LIMITS OF LIABILITY IN THE DECLARATIONS APPLY TO COVERAGES INDICATED BY "X" MARKS. STATED AMOUNT IS SHOWN BELOW.														
AUTO NO.	MODEL YEAR	TRADE NAME, MODEL, BODY TYPE, SIZE TYPE, ID NUMBER, GARAGE LOCATION	BODILY INJURY PROPERTY DAMAGE	MEDICAL EXPENSES	PERSONAL AUTO PROTECTION	NO FAULT COVERAGE	UNINSURED MOTORISTS	UNDERINSURED MOTORISTS	COMPREHENSIVE		SPECIFIED PERILS		COLLISION AUTO LESS DEDUCTIBLE	TOWING
									ACV OR \$	LOSS SCHEDULE \$	ACV OR \$	LOSS SCHEDULE \$		

AUTO NO.	<p style="text-align: center; margin: 0;">LOSS PAYEE</p> <p style="margin: 0;">EXCEPT FOR TOWING ALL PHYSICAL DAMAGE LOSS IS PAYABLE TO YOU AND THE LOSS PAYEE NAMED BELOW AS INTERESTS MAY APPEAR AT THE TIME OF LOSS.</p>



3342981917

NAMED INSURED	POLICY NUMBER
<b>ENDORSEMENTS—ONLY THOSE ENDORSEMENTS APPLY FOR WHICH AN "X" IS ENTERED IN THE APPLICABLE BOX.</b>	
<div style="text-align: right; font-size: 2em; color: gray; opacity: 0.5; transform: rotate(-15deg); position: absolute; top: 10%; right: 10%;">Specimen Form</div> <div style="display: flex; justify-content: space-between;"> <div style="width: 60%;"> <p><input type="checkbox"/> 1. DEDUCTIBLE PROPERTY DAMAGE LIABILITY INSURANCE (CA 03 01 78) <span style="float: right;">DEDUCTIBLE</span></p> <p><input type="checkbox"/> 2. LEASING OR RENTAL CONCERNS—CONVERSION, EMBEZZLEMENT OR SECRETION COVERAGE (CA 20 10 01 78)  DESIGNATION OF COVERED AUTOS TO WHICH THE INSURANCE AFFORDED BY THIS ENDORSEMENT APPLIES:</p> <p style="margin-left: 20px;"> <input type="checkbox"/> ALL COVERED AUTOS  <input type="checkbox"/> COVERED AUTOS DESCRIBED OR DESIGNATED BELOW. </p> <p><input type="checkbox"/> 3. PARTNERSHIP AS NAMED INSURED—NON-OWNERSHIP LIABILITY COVERAGE (CA 00 22 01 78)</p> <p><input type="checkbox"/> 4. WRONG DELIVERY OF LIQUID PRODUCTS (CA 23 03 01 78)</p> <p><input type="checkbox"/> 5. CITIZENS' BAND RADIO COVERAGE (CA 08 08 01 78)  DESCRIPTION OF COVERED AUTOS</p> <p><input type="checkbox"/> 6. DRIVE OTHER CAR COVERAGE—BROADENED COVERAGE FOR NAMED INDIVIDUALS (CA 00 10 01 78)  THE INSURANCE AFFORDED BECAUSE OF THE NAMING BELOW OF ANY INDIVIDUAL IS ONLY WITH RESPECT TO  SUCH OF THE FOLLOWING COVERAGES FOR WHICH AN "X" HAS BEEN PLACED IN THE APPROPRIATE BOX.</p> <div style="display: flex; justify-content: space-between; margin-top: 5px;"> <span>COVERAGES</span> <span><input type="checkbox"/> LIABILITY</span> <span><input type="checkbox"/> AUTO MEDICAL PAYMENTS</span> <span><input type="checkbox"/> UNINSURED MOTORIST</span> <span><input type="checkbox"/> COMPREHENSIVE</span> <span><input type="checkbox"/> BRO BRO COLLISION</span> </div> <p style="margin-left: 20px;">NAME OF INDIVIDUAL</p> <p><input type="checkbox"/> 7. HIRED AUTOS SPECIFIED AS COVERED AUTOS YOU OWN (CA 00 16 01 78)  DESCRIPTION OF AUTO</p> <p><input type="checkbox"/> 8. INDIVIDUAL NAMED INSURED (CA 00 17 01 78)</p> <p><input type="checkbox"/> 9. LOSS PAYABLE CLAUSE (CA 00 19 01 78)</p> <p><input type="checkbox"/> 10. TAPES AND RECORDS COVERAGE (CA 00 30 01 78)</p> <p><input type="checkbox"/> 11. INDIVIDUAL NAMED INSURED—ECONOMY PLUS AUTO COVERAGE</p> <p><input type="checkbox"/> 12. INDIVIDUAL NAMED INSURED—SUPERIOR AUTO COVERAGE</p> <p><input type="checkbox"/> 13. MEXICO ENDORSEMENT</p> <p><input type="checkbox"/> 14. LEASING OR RENTAL CONCERNS—CONTINGENT COVERAGE</p> <p><input type="checkbox"/> 15. DRIVER EXCLUSION</p> <p style="text-align: right; margin-right: 50px;">NAME OF INDIVIDUAL</p> </div> <div style="width: 35%; border-top: 1px solid black; padding-top: 10px;"> <p>ACCEPTED BY</p> <p>OTHER ENDORSEMENTS ATTACHED AT INCEPTION</p> </div> </div>	

9982-4-78

PAGE THREE

# BUSINESS AUTO POLICY



01 FIREMAN'S FUND	INSURANCE COMPANY	SAN FRANCISCO, CALIFORNIA
18 THE AMERICAN	INSURANCE COMPANY	PASADENA, NEW JERSEY
07 NATIONAL SURETY	CORPORATION	CHICAGO, ILLINOIS
13 ASSOCIATED INDEMNITY	CORPORATION	SAN FRANCISCO, CALIFORNIA
15 AMERICAN AUTOMOBILE	INSURANCE COMPANY	CHRYSE COEUR, MONTANA

## COVERAGE IS PROVIDED IN THE COMPANY DESIGNATED ON THE DECLARATIONS PAGE (A Stock Insurance Company)

This is a self contained Policy forming a part of the Declarations attached hereto. The premium is included in the Declarations of this Policy.

In return for the payment of the premium and subject to all the terms of this policy and the coverages and endorsements which are a part of this policy by designation in the Declarations, we agree with you as follows:

### PART I—WORDS AND PHRASES WITH SPECIAL MEANING—READ THEM CAREFULLY

The following words and phrases have special meaning throughout this policy and appear, other than in the Declarations, in **boldface type** when used.

A. "You" and "your" mean the person or organization shown as the named insured in ITEM ONE of the Declarations.

B. "We", "us" and "our" mean the company providing the insurance.

C. "Accident" includes continuous or repeated exposure to the same conditions resulting in **bodily injury** or **property damage** the insured neither expected nor intended.

D. "Auto" means a land motor vehicle, trailer or semi-trailer designed for travel on public roads but does not include **mobile equipment**.

E. "Bodily injury" means bodily injury, sickness or disease including death resulting from any of these.

F. "Insured" means any person or organization qualifying as an insured in the WHO IS INSURED section of the applicable insurance. Except with respect to our limit of liability, the insurance afforded applies separately to each insured who is seeking coverage or against whom a claim is made or suit is brought.

G. "Loss" means direct and accidental damage or loss.

H. "Mobile equipment" means any of the following type of land vehicles:

1. Specialized equipment such as: Bulldozers; Power shovels; Rollers, graders or scrapers; Farm machinery; Cranes; Street sweepers or other cleaners; Diggers; Forklifts; Pumps; Generators; Air Compressors; Drills; Other similar equipment.

2. Vehicles designed for use principally off public roads.

3. Vehicles maintained solely to provide mobility for such specialized equipment when permanently attached.

4. Vehicles not required to be licensed.

5. Autos maintained for use solely on your premises or that part of roads or other accesses that adjoin your premises.

I. "Property damage" means damage to or loss of use of tangible property.

J. "Trailer" includes semitrailer.

K. "Description of Covered Auto Designation Symbols" when shown in Item Two of the Declaration means:

SYMBOL	DESCRIPTION
1 = ANY AUTO.	
2 = OWNED AUTOS ONLY.*	Only those autos you own (and for liability coverage any trailers you don't own while attached to power units you own). This includes those autos whose ownership you acquire after the policy begins.
3 = OWNED PRIVATE PASSENGER AUTOS ONLY.*	Only the private passenger autos you own. This includes those private passenger autos whose ownership you acquire after the policy begins.
4 = OWNED AUTOS OTHER THAN PRIVATE PASSENGER AUTOS.*	Only those autos you own which are not of the private passenger type (and for liability coverage any trailers you don't own while attached to power units you own). This includes those autos, not of the private passenger type, whose ownership you acquire after the policy begins.

(Continued on Reverse Side)



(Continued from Reverse Side)

**SYMBOL DESCRIPTION**

- 5 = **OWNED AUTOS SUBJECT TO NO-FAULT.\***  
Only those autos you own which are required to have No-Fault benefits in the state where they are licensed or principally garaged. This includes those autos whose ownership you acquire after the policy begins provided they are required to have No-Fault benefits in the state where they are licensed or principally garaged.
- 6 = **OWNED AUTOS SUBJECT TO A COMPULSORY UNINSURED MOTORISTS LAW.\***  
Only those autos you own which, because of the law in the state where they are licensed or principally garaged, are required to have and cannot reject uninsured motorists insurance. This includes those autos whose ownership you acquire after the policy begins provided they are subject to the same state uninsured motorists requirement.
- 7 = **SPECIFICALLY DESCRIBED AUTOS.** Only those autos described in ITEM FOUR (and for liability coverage any trailers you don't own

**SYMBOL DESCRIPTION**

- while attached to any power unit described in ITEM FOUR).
- 8 = **HIRED AUTOS ONLY.** Only those autos you lease, hire, rent or borrow. This does not include any auto you lease, hire, rent, or borrow from any of your employees or members of their households.
- 9 = **NONOWNED AUTOS ONLY.** Only those autos you do not own, lease, hire or borrow which are used in connection with your business. This includes autos owned by your employees or members of their households but only while used in your business or your personal affairs.
- 10 = **Any other AUTOS.** Only those specifically described in the covered auto description in ITEM TWO of the Declarations.

\*Owned Autos include an auto leased to you under a leasing agreement of one year or more, including any substitute or replacement, for which the leasing agreement requires you to provide primary insurance for the lessor.

**PART II—WHICH AUTOS ARE COVERED AUTOS**

A. ITEM TWO in the Declarations shows the symbols of the autos that are covered autos for each of your coverages. The numerical symbols explained in PART I.K. describe which autos are covered autos. The symbols entered next to a coverage designate the only autos that are covered autos.

**B. OWNED AUTOS YOU ACQUIRE AFTER THE POLICY BEGINS.**

1. If symbols "1", "2", "3", "4", "5" or "6" are entered next to a coverage in ITEM TWO, then you already have coverage for autos of the type described until the policy ends.
2. But, if symbol "7" is entered next to a coverage in ITEM TWO, an auto you acquire will be a covered auto for that coverage only if:

a. We already insure all autos that you own for that coverage or it replaces an auto you previously owned that had that coverage; and

b. You tell us within 30 days after you acquire it that you want us to insure it for that coverage.

**C. CERTAIN TRAILERS AND MOBILE EQUIPMENT.**

If the policy provides liability insurance, the following types of vehicles are covered autos for liability insurance:

1. Trailers with a load capacity of 2,000 pounds or less designed primarily for travel on public roads.
2. Mobile equipment while being carried or towed by a covered auto.

**PART III—WHERE AND WHEN THIS POLICY COVERS**

We cover accidents or losses which occur during the policy period:

A. In the United States of America, its territories or possessions, Puerto Rico or Canada; or

B. While the covered auto is being transported between any of these places.

**PART IV—LIABILITY INSURANCE**

**A. WE WILL PAY.**

1. We will pay all sums the insured legally must pay as damages because of bodily injury or property damage to which this insurance applies, caused by an accident and resulting from the ownership, maintenance or use of a covered auto.
2. We have the right and duty to defend any suit asking for these damages. However, we have no duty to defend suits

for bodily injury or property damage not covered by this policy. We may investigate and settle any claim or suit as we consider appropriate. Our payment of the LIABILITY INSURANCE limit ends our duty to defend or settle.

**B. WE WILL ALSO PAY.**

In addition to our limit of liability, we will pay for the insured:

Page Two



1. Up to \$250 for cost of bail bonds (including bonds for related traffic law violations) required because of an accident we cover. We do not have to furnish these bonds.
2. Premiums on appeal bonds in any suit we defend.
3. Premiums on bonds to release attachments in a suit we defend but only for bonds up to our limit of liability.
4. All costs taxed to the insured in a suit we defend.
5. All interest accruing after the entry of the judgment in a suit we defend. Our duty to pay interest ends when we pay or tender our limit of liability.
6. Up to \$50 a day for loss of earnings (but not other income) because of attendance at hearings or trials at our request.
7. Other reasonable expenses incurred at our request.

#### C. WE WILL NOT COVER—EXCLUSIONS.

This insurance does not apply to:

1. Liability assumed under any contract or agreement.
2. Any obligation for which the insured or his or her insurer may be held liable under any workers' compensation or disability benefits law or under any similar law.
3. Any obligation of the insured to indemnify another for damages resulting from bodily injury to the insured's employee.
4. Bodily injury to any fellow employee of the insured arising out of and in the course of his or her employment.
5. Bodily injury to any employee of the insured arising out of and in the course of his or her employment by the insured. However, this exclusion does not apply to bodily injury to domestic employees not entitled to workers' compensation benefits.
6. Property damage to property owned or transported by the insured or in the insured's care, custody or control.
7. Bodily injury or property damage resulting from the loading of property before it has been put in or on the covered auto or the unloading of property after it has been taken off or out of the covered auto. This exclusion does not apply to loading or unloading by means of a mechanical device that is permanently attached to the covered auto.
8. Bodily injury or property damage caused by the dumping, discharge or escape of irritants, pollutants or contaminants. This exclusion does not apply if the discharge is sudden and accidental.

#### D. WHO IS INSURED.

1. You are an insured for any covered auto.
2. While any covered auto is rented or leased to you and is being used by or for you, its owner or anyone else from whom you rent or lease it is an insured but only for that covered auto. However, that covered auto's owner or anyone else from whom it is rented or leased is not an insured for liability resulting from defects or faulty workmanship.

3. Anyone else is an insured while using with your permission a covered auto you own, hire or borrow except:
  - a. Someone using a covered auto you hire or borrow from one of your employees or a member of his or her household.
  - b. Someone using a covered auto while he or she is working in a business of selling, servicing, repairing or parking autos.
4. Anyone liable for the conduct of an insured described above is an insured but only to the extent of that liability. However, the owner or anyone else from whom you hire or borrow a covered auto is an insured only if that auto is a trailer connected to a covered auto you own.

#### E. OUR LIMIT OF LIABILITY.

Regardless of the number of covered autos, insureds, claims made or vehicles involved in the accident, our limit of liability is as shown in the Declarations and as defined below:

1. Combined bodily injury liability and property damage liability.

The most we will pay for all damages resulting from any one accident is the LIABILITY INSURANCE limit shown in the Declarations.

2. Separate limits of liability for bodily injury liability and property damage liability.

The most we will pay for all damages resulting from bodily injury to any one person caused by any one accident is the limit of Bodily Injury Liability shown in the Declarations for "each person".

Subject to the limit for "each person", the most we will pay for all damages resulting from bodily injury caused by any one accident is the limit of Bodily Injury Liability shown in the Declarations for "each accident".

The most we will pay for all damages resulting from property damage caused by any one accident is the limit of Property Damage Liability shown in the Declarations.

For the purpose of determining our limit of liability under 1. or 2. above, all bodily injury and property damage resulting from continuous or repeated exposure to substantially the same conditions will be considered as resulting from one accident.

#### F. OUT OF STATE EXTENSIONS OF COVERAGE.

1. While a covered auto is away from the state where it is licensed we will:
  - a. Increase this policy's liability limits to meet those specified by a compulsory or financial responsibility law in the jurisdiction where the covered auto is being used.
  - b. Provide the minimum amounts and types of other coverages, such as "No-Fault", required of out of state vehicles by the jurisdiction where the covered auto is being used.
2. We will not pay anyone more than once for the same elements of loss because of these extensions.



(Continued from Obverse Side)

## PART V—AUTO MEDICAL PAYMENTS INSURANCE

### A. WORDS AND PHRASES WITH SPECIAL MEANING.

In addition to the WORDS AND PHRASES WITH SPECIAL MEANING in the policy, the following words and phrases have special meaning for AUTO MEDICAL PAYMENTS INSURANCE:

1. "Family member" means a person related to you, by blood, marriage or adoption who is a resident of your household, including a ward or foster child.
2. "Occupying" means in, upon, getting in, on, out or off.

### B. WE WILL PAY.

We will pay reasonable expenses incurred for necessary medical and funeral services to or for an insured who sustains bodily injury caused by accident. We will pay only those expenses incurred within three years from the date of the accident.

### C. WE WILL NOT COVER—EXCLUSIONS.

This insurance does not apply to:

1. Bodily injury sustained by an insured while occupying a vehicle located for use as a premises.
2. Bodily injury sustained by you or any family member while occupying or struck by any vehicle (other than a covered auto) owned by you or furnished or available for your regular use.
3. Bodily injury sustained by any family member while occupying or struck by any vehicle owned by or furnished or available for the regular use of any family member.
4. Bodily injury to your employee arising out of and in the course of employment by you. However, we will cover

bodily injury to your domestic employees if not entitled to workers' compensation benefits.

5. Bodily injury to an insured while working in a business of selling, servicing, repairing or parking autos.
6. Bodily injury caused by declared or undeclared war or insurrection or any of their consequences.
7. Bodily injury to anyone using a vehicle without a reasonable belief that the person is entitled to do so.

### D. WHO IS INSURED.

1. You or any family member while occupying or, while a pedestrian, when struck by any auto.
2. Anyone else occupying a covered auto or a temporary substitute for a covered auto. The covered auto must be out of service because of its breakdown, repair, servicing, loss or destruction.

### E. OUR LIMIT OF LIABILITY.

Regardless of the number of covered autos, insureds, claims made or vehicles involved in the accident, the most we will pay for bodily injury for each insured injured in any one accident is the limit of AUTO MEDICAL PAYMENTS shown in the Declarations.

### F. CHANGES IN CONDITIONS.

The CONDITIONS of the policy are changed for AUTO MEDICAL PAYMENTS INSURANCE as follows:

1. OUR RIGHT TO RECOVER FROM OTHERS, does not apply.
2. The reference in OTHER INSURANCE to "other collectible insurance" applies only to other collectible auto medical payments insurance.

## PART VI—UNINSURED MOTORISTS INSURANCE

### A. WORDS AND PHRASES WITH SPECIAL MEANING.

In addition to the WORDS AND PHRASES WITH SPECIAL MEANING in the policy, the following words and phrases have special meaning for UNINSURED MOTORISTS INSURANCE:

1. "Family member" means a person related to you by blood, marriage or adoption who is a resident of your household, including a ward or foster child.
2. "Occupying" means in, upon, getting in, on, out or off.
3. "Uninsured motor vehicle" means a land motor vehicle or trailer:
  - a. For which no liability bond or policy at the time of an accident provides, at least the amounts required by the applicable law where a covered auto is principally garaged, or
  - b. For which the sum of all liability bonds or policies at the time of an accident provides at least the amounts required by the applicable law where a covered auto is principally garaged but their limits are less than the limit of this insurance, or

- c. For which an insuring or bonding company denies coverage or is or becomes insolvent, or
- d. Which is a hit-and-run vehicle and neither the driver nor owner can be identified. The vehicle must hit an insured, a covered auto or a vehicle an insured is occupying.

However, "uninsured motor vehicle" does not include any vehicle:

- a. Owned or operated by a self-insurer under any applicable motor vehicle law.
- b. Owned by a governmental unit or agency.
- c. Designed for use mainly off public roads while not on public roads.

### B. WE WILL PAY.

1. We will pay all sums the insured is legally entitled to recover as damages from the owner or driver of an uninsured motor vehicle. The damages must result from bodily injury sustained by the insured caused by an accident. The owner's or driver's liability for these

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damages must result from the ownership, maintenance or use of the uninsured motor vehicle.

2. If this insurance provides a limit in excess of the amounts required by the applicable law where a covered auto is principally garaged, we will pay only after all liability bonds or policies have been exhausted by judgments or payments.

3. Any judgment for damages arising out of a suit brought without our written consent is not binding on us.

#### C. WE WILL NOT COVER—EXCLUSIONS.

The insurance does not apply to:

1. Any claim settled without our consent.
2. The direct or indirect benefit of any insurer or self-insurer under any workers' compensation, disability benefits or similar law.
3. Bodily injury sustained by you or any family member while occupying or struck by any vehicle owned by you or any family member which is not a covered auto.
4. Anyone using a vehicle without a reasonable belief that the person is entitled to do so.

#### D. WHO IS INSURED.

1. You or any family member.
2. Anyone else occupying a covered auto or a temporary substitute for a covered auto. The covered auto must be out of service because of its breakdown, repair, servicing, loss or destruction.
3. Anyone for damages he is entitled to recover because of bodily injury sustained by another insured.

#### E. OUR LIMIT OF LIABILITY.

Regardless of the number of covered autos, insureds, claims made or vehicles involved in the accident, our limit of liability is as follows:

The most we will pay for all damages resulting from bodily injury to any one person caused by any one accident is the limit shown in the Declarations for "each person".

Subject to the limit for "each person", the most we will pay for all damages resulting from bodily injury caused by any one accident is the limit shown in the Declarations for "each accident".

Any amount payable under this insurance shall be reduced by:

### PART VII—PHYSICAL DAMAGE INSURANCE

#### A. WE WILL PAY.

1. We will pay for loss to a covered auto or its equipment under:

a. **Comprehensive Coverage.** From any cause except the covered auto's collision with another object or its overturn.

b. **Specified Perils Coverage.** Caused by:

- (1) Fire or explosion;
- (2) Theft;
- (3) Windstorm, hail or earthquake;

All sums paid or payable under any workers' compensation, disability benefits or similar law, and

All sums paid by or for anyone who is legally responsible, including all sums paid under the policy's **LIABILITY INSURANCE**.

Any amount paid under this insurance will reduce any amount an insured may be paid under the policy's **LIABILITY INSURANCE**.

#### F. CHANGES IN CONDITIONS.

The **CONDITIONS** of the policy are changed for **UNINSURED MOTORISTS INSURANCE** as follows:

1. The reference in **OTHER INSURANCE** to "other collectible insurance" applies only to other collectible uninsured motorists insurance.

2. **YOUR DUTIES AFTER ACCIDENT OR LOSS** is changed by adding the following:

- a. Promptly notify the police if a hit-and-run driver is involved, and
- b. Promptly send us copies of the legal papers if a suit is brought.

3. **OUR RIGHT TO RECOVER FROM OTHERS** is changed by adding the following:

If we make any payment and the insured recovers from another party, the insured shall hold the proceeds in trust for us and pay us back the amount we have paid.

4. The following Condition is added:

#### ARBITRATION

a. If we and an insured disagree whether the insured is legally entitled to recover damages from the owner or driver of an uninsured motor vehicle or do not agree as to the amount of damages, either party may make a written demand for arbitration. In this event, each party will select an arbitrator. The two arbitrators will select a third. If they cannot agree within 30 days, either may request that selection be made by a judge of a court having jurisdiction. Each party will pay the expenses it incurs and bear the expenses of the third arbitrator equally.

b. Unless both parties agree otherwise, arbitration will take place in the county in which the insured lives. Local rules of law as to arbitration procedure and evidence will apply. A decision agreed to by two of the arbitrators will be binding.

(4) Flood;

(5) Mischief or vandalism;

(6) The sinking, burning, collision or derailment of any conveyance transporting the covered auto.

c. **Collision Coverage.** Caused by the covered auto's collision with another object or its overturn.

#### 2. Towing.

We will pay up to \$25 for towing and labor costs incurred each time a covered auto of the private passenger type is disabled. However, the labor must be performed at the place of disablement.



(Continued from Obverse Side)

#### **B. WE WILL ALSO PAY.**

We will also pay up to \$10 per day to a maximum of \$300 for transportation expense incurred by you because of the total theft of a covered auto of the private passenger type. We will pay only for those covered autos for which you carry either Comprehensive or Specified Perils Coverage. We will pay for transportation expenses incurred during the period beginning 48 hours after the theft and ending, regardless of the policy's expiration, when the covered auto is returned to use or we pay for its loss.

#### **C. WE WILL NOT COVER—EXCLUSIONS.**

This insurance does not apply to:

1. Wear and tear, freezing, mechanical or electrical breakdown unless caused by other loss covered by this policy.
2. Blowouts, punctures or other road damage to tires unless caused by other loss covered by this policy.
3. Loss caused by declared or undeclared war or insurrection or any of their consequences.
4. Loss caused by the explosion of a nuclear weapon or its consequences.
5. Loss caused by radioactive contamination.
6. Loss to tape decks or other sound reproducing equipment not permanently installed in a covered auto.
7. Loss to tapes, records or other sound reproducing devices designed for use with sound reproducing equipment.
8. Loss to any sound receiving equipment designed for use as a citizens' band radio, two-way mobile radio or telephone or scanning monitor receiver, including its

antennas and other accessories, unless permanently installed in the dash or console opening normally used by the auto manufacturer for the installation of a radio.

#### **D. HOW WE WILL PAY FOR LOSSES—THE MOST WE WILL PAY.**

1. At our option we may:

- a. Pay for, repair or replace damaged or stolen property; or
- b. For theft, return the stolen property, at our expense. We will pay for any damage that results to the auto from the theft.

2. The most we will pay for loss is the smaller of the following amounts:

- a. The amount shown in the Schedule of Autos You Own in the Declaration.
- b. The actual cash value of the damaged or stolen property at the time of loss.
- c. The cost of repairing or replacing the damaged or stolen property with other of like kind or quality.

3. For each covered auto, our obligation to pay for, repair, return or replace damaged or stolen property will be reduced by the applicable deductible shown in the Declarations. Any Comprehensive Coverage deductible shown in the Declarations does not apply to loss caused by fire or lightning.

#### **E. GLASS BREAKAGE—HITTING A BIRD OR ANIMAL—FALLING OBJECTS OR MISSILES.**

We will pay for glass breakage, loss caused by hitting a bird or animal or by falling objects or missiles under Comprehensive Coverage if you carry Comprehensive Coverage for the damaged covered auto.

### **PART VIII—CONDITIONS**

The insurance provided by this policy is subject to the following conditions:

#### **A. YOUR DUTIES AFTER ACCIDENT OR LOSS.**

1. You must promptly notify us or our agent of any accident or loss. You must tell us how, when and where the accident or loss happened. You must assist in obtaining the names and addresses of any injured persons and witnesses.
2. Additionally, you and other involved insureds must:
  - a. Cooperate with us in the investigation, settlement or defense of any claim or suit. No insured shall, except at his or her own cost, voluntarily make any payment, assume any obligation or incur any expense.
  - b. Immediately send us copies of any notices or legal papers received in connection with the accident or loss.
  - c. Submit at our expense and as often as we require to physical examinations by physicians we select.
  - d. Authorize us to obtain medical reports and other pertinent medical information.

3. Additionally, to recover for loss to a covered auto or its equipment you must do the following:

- a. Permit us to inspect and appraise the damaged property before its repair or disposition.
- b. Do what is reasonably necessary after loss at our expense to protect the covered auto from further loss.
- c. Submit a proof of loss when required by us.
- d. Promptly notify the police if the covered auto or any of its equipment is stolen.

#### **B. OTHER INSURANCE.**

1. For any covered auto you own this policy provides primary insurance. For any covered auto you don't own, the insurance provided by this policy is excess over any other collectible insurance. However, while a covered auto which is a trailer is connected to another vehicle the liability coverage this policy provides for the trailer:

- a. Is excess while it is connected to a motor vehicle you don't own.

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b. Is primary while it is connected to a covered auto you own.

2. When two or more policies cover on the same basis, either excess or primary, we will pay only our share. Our share is the proportion that the limit of our policy bears to the total of the limits of all the policies covering on the same basis.

#### C. OUR RIGHT TO RECOVER FROM OTHERS.

If we make any payment, we are entitled to recover what we paid from other parties. Any person to or for whom we make payment must transfer to us his or her rights of recovery against any other party. This person must do everything necessary to secure these rights and must do nothing that would jeopardize them.

#### D. CANCELLING THIS POLICY DURING THE POLICY PERIOD.

1. You may cancel the policy by returning it to us or by giving us advance notice of the date cancellation is to take effect.

2. We may cancel the policy by mailing you at least 10 days notice at your last address known by us. We may deliver any notice instead of mailing it. Proof of mailing of any notice will be sufficient proof of notice.

3. The effective date of cancellation stated in the notice shall become the end of the policy period.

4. If this policy is cancelled, you may be entitled to a premium refund. If so, we will send you the refund. However, making or offering to make the refund is not a condition of cancellation. If you cancel, the refund, if any, will be computed in accordance with the customary short rate procedure. If we cancel, the refund, if any, will be computed pro rata.

#### E. LEGAL ACTION AGAINST US.

No legal action may be brought against us until there has been full compliance with all the terms of this policy. In addition, under LIABILITY INSURANCE, no legal action may be brought against us until we agree in writing that the insured has an obligation to pay or until the amount of that obligation has been finally determined by judgment after trial. No person or organization has any right under this policy to bring us into any action to determine the liability of the insured.

#### F. INSPECTION.

At our option we may inspect your property and operations at any time. These inspections are for our benefit only. By our right to inspect or by our making any inspection we make no representation that your property or operations are safe, not harmful to health or comply with any law, rule or regulation.

#### G. CHANGES.

This policy contains all the agreements between you and us. Its terms may not be changed or waived except by

endorsement issued by us. If a change requires a premium adjustment, we will adjust the premium as of the effective date of change. If we revise this policy form to provide more coverage without additional premium charge your policy will automatically provide the additional coverage as of the day the revision is effective in your state.

#### H. TRANSFER OF YOUR INTEREST IN THIS POLICY.

Your rights and duties under this policy may not be assigned without our written consent.

#### I. NO BENEFIT TO BAILEE—PHYSICAL DAMAGE INSURANCE ONLY.

We will not recognize any assignment or grant any coverage for the benefit of any person or organization holding, storing or transporting property for a fee regardless of any other provision of this policy.

#### J. BANKRUPTCY.

Bankruptcy or insolvency of the insured shall not relieve us of any obligations under this policy.

#### K. APPRAISAL FOR PHYSICAL DAMAGE LOSSES.

1. If you and we fail to agree as to the amount of loss either may demand an appraisal of the loss. In such event, you and we shall each select a competent appraiser, and the appraisers shall select a competent and disinterested umpire. The appraisers shall state separately the actual cash value and the amount of loss, and, failing to agree, shall submit their differences to the umpire. An award in writing of any two shall determine the amount of loss. You and we shall each pay the chosen appraiser and shall bear equally the other expenses of the appraisal and umpire.

2. We shall not be held to have waived any of our rights by any act relating to appraisal.

#### L. ESTIMATED ANNUAL PREMIUM.

The estimated annual premium for this policy is based on the exposures you told us you would have when this policy began.

We will compute your final premium due when we determine your actual exposures. The estimated annual premium will be credited against the final premium due and you will be billed for the balance, if any. If the estimated annual premium exceeds the final premium due you will get a refund. To determine your final premium due we may examine your records at any time during the period of coverage and up to three years afterward. If this policy is issued for more than one year, the premium shall be computed annually based on our rates or premiums in effect at the beginning of each year of the policy.

#### M. PUNITIVE OR EXEMPLARY DAMAGES EXCLUSION.

Unless deleted by the individual State Supplementary Endorsement(s) applicable to this Business Auto Policy, the following exclusion shall apply:

Punitive or Exemplary Damages Exclusion. (IL 00 01). Regardless of any other provision of this policy, this policy does not apply to punitive or exemplary damages.



(Continued from Obverse Side)

## NUCLEAR ENERGY LIABILITY EXCLUSION ENDORSEMENT (BROAD FORM)

This endorsement modifies the provisions of this policy relating to all Medical Payments and Automobile Liability Insurance.

It is agreed that:

**I. This policy does not apply:**

**A. Under any Liability Coverage, to bodily injury or property damage**

(1) with respect to which an insured under this policy is also an insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters or Nuclear Insurance Association of Canada, or would be an insured under any such policy but for its termination upon exhaustion of its limit of liability; or

(2) resulting from the hazardous properties of nuclear material and with respect to which (a) any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or (b) the insured is, or had this policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization.

**B. Under any Medical Payments Coverage, or under any Supplementary Payments provision relating to first aid, to expenses incurred with respect to bodily injury resulting from the hazardous properties of nuclear material and arising out of the operation of a nuclear facility by any person or organization.**

**C. Under any Liability Coverage, to bodily injury or property damage resulting from the hazardous properties of nuclear material, if**

(1) the nuclear material (a) is at any nuclear facility owned by, or operated by or on behalf of, an insured or (b) has been discharged or dispersed therefrom;

(2) the nuclear material is contained in spent fuel or waste at any time possessed, handled, used, processed, stored, transported or disposed of by or on behalf of an insured; or

(3) the bodily injury or property damage arises out of the furnishing by an insured of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any nuclear facility, but if such facility is located within the United States of America, its territories or possessions or Canada, this exclusion (3) applies only to property damage to such nuclear facility and any property thereat.

IN WITNESS WHEREOF, we have caused this policy to be signed by our President and Secretary, but it shall not be binding upon us unless it is countersigned on the Declarations page by one of our duly authorized agents.

**II. As used in this endorsement:**

"hazardous properties" include radioactive, toxic or explosive properties;

"nuclear material" means source material, special nuclear material or byproduct material;

"source material", "special nuclear material", and "byproduct material" have the meanings given them in the Atomic Energy Act of 1954 or in any law amendatory thereof;

"spent fuel" means any fuel element or fuel component solid or liquid, which has been used or exposed to radiation in a nuclear reactor;

"waste" means any waste material (1) containing byproduct material and (2) resulting from the operation by any person or organization of any nuclear facility included within the definition of nuclear facility under paragraph (a) or (b) thereof;

"nuclear facility" means

(a) any nuclear reactor,

(b) any equipment or device designed or used for (1) separating the isotopes of uranium or plutonium, (2) processing or utilizing spent fuel, or (3) handling, processing or packaging waste,

(c) any equipment or device used for the processing, fabricating or alloying of special nuclear material if at any time the total amount of such material in the custody of the insured at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235,

(d) any structure, basin, excavation, premises or place prepared or used for the storage or disposal of waste, and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations;

"nuclear reactor" means any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable material,

"property damage" includes all forms of radioactive contamination of property.

*Robert P. J. Conway*  
SECRETARY

*Myron Du Bois*  
PRESIDENT

Page Eight



## ENDORSEMENTS

The following endorsements shall apply only when specifically incorporated by reference through appropriate entry in the Declarations.

### 1. DEDUCTIBLE PROPERTY DAMAGE LIABILITY INSURANCE (CA 03 01 01 78)

#### PROPERTY DAMAGE LIABILITY INSURANCE DEDUCTIBLE:

A. The damage which would otherwise be payable under LIABILITY INSURANCE for property damage caused in any one accident will be reduced by the PROPERTY DAMAGE PER ACCIDENT DEDUCTIBLE stated in the Declarations prior to the application of the OUR LIMIT OF LIABILITY provision.

B. To settle any claim or suit we may pay all or any part of any deductible stated in the Declarations. If this happens

you must reimburse us for the deductible or the part of the deductible we paid.

In the states of California, Indiana, Iowa, Kansas, Kentucky, Minnesota, New Hampshire, New Jersey, New York, Oregon, South Carolina, Virginia, Washington and West Virginia, paragraph B is amended to read:

B. To settle any claim or suit we will pay all or part of any deductible stated in the Declarations. You must reimburse us for the deductible or the part of the deductible we paid.

### 2. LEASING OR RENTAL CONCERNS—CONVERSION, EMBEZZLEMENT OR SECRETION COVERAGE (CA 20 10 01 78)

PHYSICAL DAMAGE INSURANCE for covered autos is changed as follows:

A. The following exclusion is added:

This insurance does not apply:

Under the Comprehensive and Specified Perils Coverages, to loss due to theft, conversion, embezzlement or secretion by any person in possession of a covered auto either (i) under a bailment lease, conditional sale, purchase agreement, mortgage or other encumbrance or (ii) as a rentee or lessee of such covered auto; however, this exclusion does not apply to covered autos designated in the Declarations for this endorsement.

B. For covered autos designated in the Declarations for this endorsement, we will pay under the Comprehensive and Specified Perils coverages, for loss to the covered autos due to theft, conversion, embezzlement or secretion by any rentee or lessee, subject to the following provisions:

1. The most we will pay for loss to any one covered auto is 75% of the actual cash value of such covered auto, at the time of the loss, reduced by the amount of any deposit secured by you from the rentee or lessee.

2. If there is a loss or if you learn of any act which may result in a loss, you must do the following:

a. Promptly notify the police and as soon as practicable notify us or our agent.

b. Cooperate with any public prosecutor if requested by him, in prosecuting any person whose acts result in the loss.

c. Submit a proof of loss if required by us.

d. Make every reasonable effort to locate the covered auto. If you locate the covered auto, take possession of it, using legal proceedings if required by us. We will reimburse you for reasonable expenses incurred at our request, or with our consent, in locating and recovering the covered auto.

### 3. PARTNERSHIP AS NAMED INSURED—NON-OWNERSHIP LIABILITY COVERAGE (CA 99 22 01 78)

A. No auto owned by any of your partners or members of their households is a covered auto for LIABILITY INSURANCE unless an "x" is shown in the Declarations for this endorsement.

B. WHO IS INSURED is changed by adding the following to paragraph 3:

c. A partner of yours for an auto owned by him or her or a member of his or her household.

### 4. WRONG DELIVERY OF LIQUID PRODUCTS (CA 23 05 01 78)

LIABILITY INSURANCE is changed by adding the following exclusion:

This insurance does not apply to:

Bodily injury or property damage resulting from the delivery of any liquid into the wrong receptacle or to the wrong address, or from the delivery of one liquid for another.

(Continued from Obverse Side)

### 5. CITIZENS' BAND RADIO COVERAGE (CA 99 08 01 78)

A. **PHYSICAL DAMAGE INSURANCE** on a covered auto described in the Declarations for this endorsement also applies to loss to any permanently installed equipment designed for use as a:

1. Citizens' band radio, or

2. Two-way mobile radio or telephone, or
3. Scanning monitor receiver including its antennas and other accessories.

B. No deductibles will be applicable to the limit of liability.

### 6. DRIVE OTHER CAR COVERAGE—BROADENED COVERAGE FOR NAMED INDIVIDUALS (CA 99 10 01 78)

This endorsement changes only those coverages listed in the Declarations page. Each of those coverages is changed as follows:

#### A. CHANGES IN LIABILITY INSURANCE

1. Any auto you don't own is a covered auto for **LIABILITY INSURANCE** while being used by any individual named in the Declarations for this endorsement or by his or her spouse while a resident of the same household except:

- a. Any auto owned by that individual or by any member of his or her household.
- b. Any auto used by that individual or his or her spouse while working in a business of selling, servicing, repairing or parking autos.

#### 2. The following is added to WHO IS INSURED:

Any individual named in the Declarations for this endorsement and his or her spouse, while a resident of the same household, are insureds while using any covered auto described in paragraph A.1. of this endorsement.

#### B. CHANGES IN AUTO MEDICAL PAYMENTS AND UNINSURED MOTORISTS INSURANCE

The following is added to WHO IS INSURED.

Any individual named in the Declarations for this endorsement and, while resident in the same household, his or her spouse and the family members of either are insureds while occupying or while a pedestrian when being struck by any auto you don't own except:

Any auto owned by that individual, his or her spouse, or by any family member of either.

#### C. CHANGES IN PHYSICAL DAMAGE INSURANCE

Any private passenger type auto you don't own is a covered auto while in the care, custody or control of any individual named in the Declarations for this endorsement or his or her spouse while resident of the same household except:

1. Any auto owned by that individual or by any member of his or her household.
2. Any auto used by that individual or his or her spouse while working in a business of selling, servicing, repairing or parking autos.

### 7. HIRED AUTOS SPECIFIED AS COVERED AUTOS YOU OWN (CA 99 16 01 78)

A. Any auto described in the Declarations for this endorsement will be considered a covered auto you own and not a covered auto you hire, borrow or lease under the coverage for which it is a covered auto.

#### B. CHANGES IN LIABILITY INSURANCE

The following is added to WHO IS INSURED:

While any covered auto described in the Declarations for this endorsement is rented or leased to you and is being used by or for you, its owner or anyone else from whom you rent or lease it is an insured but only for that covered auto. However, that covered auto's owner or anyone else from whom it is rented or leased is not an insured for liability resulting from defects or faulty workmanship.

### 8. INDIVIDUAL NAMED INSURED (CA 99 17 01 78)

If you are an individual, the policy is changed as follows:

#### A. WORDS AND PHRASES WITH SPECIAL MEANING

1. The following phrase is added and appears in bold face type when used:

"Family member" means a person related to you by blood, marriage or adoption who is a resident of your household, including a ward or foster child.

2. The words "you" and "your" include your spouse if a resident of the same household except for notice of cancellation.

3. When the phrase "private passenger type" appears in bold face type it includes any covered auto you own of the pick-up or van type not used for business purposes.

#### B. CHANGES IN LIABILITY INSURANCE

1. The exclusion relating to bodily injury to fellow employees of the insured does not apply to bodily injury to your or any family member's fellow employees.

#### 2. PERSONAL AUTO COVERAGE

While any auto you own of the private passenger type is a covered auto under the **LIABILITY INSURANCE**:



a. The following is added to **WHO IS INSURED**:

Family members are insureds for any covered auto you own of the private passenger type and any other auto described in paragraph 2b of this endorsement.

b. Any auto you don't own is a covered auto while being used by you or by any family member except:

(1) Any auto owned by any family members.

(2) Any auto furnished or available for your or any family member's regular use.

(3) Any auto used by you or by any of your family members while working in a business of selling, servicing, repairing, or parking autos.

(4) Any auto other than an auto of the private passenger type used by you or by any of your family members while working in any other business or occupation.

c. The exclusion relating to pollutants, irritants and contaminants and, if forming a part of the policy, the **NUCLEAR ENERGY LIABILITY EXCLUSION (BROAD FORM)**, does not apply to any covered auto of the private passenger type.

d. The following exclusion is added and applies only to private passenger type covered autos:

This insurance does not apply to:

Bodily injury or property damage for which an insured under the policy is also an insured under a nuclear energy liability policy or would be an insured but for its termination upon its exhaustion of its limit of liability. A nuclear energy liability policy is a policy issued by Nuclear Energy

Liability Insurance Association, Mutual Atomic Energy Liability Underwriters or any of their successors. This exclusion does not apply to autos registered or principally garaged in New York.

e. The exclusion relating to property in the insured's care, custody or control does not apply to property damage to any private passenger type covered auto you don't own while being used by you or by any family member except:

(1) Any auto owned by any family member.

(2) Any auto furnished or available for your or any family member's regular use.

(3) Any auto which you or any family member uses while working in a business of selling, servicing, repairing or parking autos.

### C. CONDITIONS

The following Condition is added:

### DEATH OF THE INDIVIDUAL NAMED INSURED

If you die:

1. Your surviving spouse if a resident of the same household at the time of your death will continue as the named insured until the end of the policy.

2. Your legal representative will be the named insured but only while acting within the scope of his or her duties as such.

3. Until your legal representative has been appointed, the person having proper temporary custody of your property will be the named insured with respect to such property.

### 9. LOSS PAYABLE CLAUSE (CA 99 19 01 78)

A. We will pay you and the loss payee named in the policy for loss to a covered auto, as interest may appear.

B. The insurance covers the interest of the loss payee unless the loss results from fraudulent acts or omissions on your part.

C. We may cancel the policy as allowed by **CANCEL-**

**LING THIS POLICY DURING THE POLICY PERIOD.** Cancellation ends this agreement as to the loss payee's interest. If we cancel the policy we will mail you and the loss payee the same advance notice.

D. If we make any payment to the loss payee, we will obtain his rights against any other party.

### 10. TAPES AND RECORDS COVERAGE (CA 99 30 01 78)

A. Under Comprehensive Coverage we will pay for loss to tapes, records or other similar devices used with sound reproducing equipment. We will pay only if the tapes, records or other similar devices:

1. Are your property or that of a family member, and.

2. Are in a covered auto at the time of loss.

B. The most we will pay for loss is \$200.

C. **PHYSICAL DAMAGE INSURANCE** provisions apply to this coverage, except for any deductible.

### 11. INDIVIDUAL NAMED INSURED—ECONOMY PLUS AUTO COVERAGE

It is agreed that **ASSOCIATED INDEMNITY CORPORATION** (A Stock Insurance Company, San Francisco, California, called the Company) replaces the Company designated in the Declarations as insurer, but only with

respect to such insurance as is afforded by the provisions of the policy as modified by endorsement 8 for the autos of the private passenger type designated in the Declarations as subject to this endorsement.

### 12. INDIVIDUAL NAMED INSURED—SUPERIOR AUTO COVERAGE

It is agreed that **NATIONAL SURETY CORPORATION** (A Stock Insurance Company, Chicago, Illinois, called the Company) replaces the Company designated in the Declarations as insurer, but only with respect to such

insurance as is afforded by the provisions of the policy as modified by endorsement 8 for the autos of the private passenger type designated in the Declarations as subject to this endorsement.



(Continued from Reverse Side)

### 13. MEXICO ENDORSEMENT

This policy is extended to apply while any covered auto is being operated in the Republic of Mexico for a period not exceeding ten days at any one time. It is agreed that such

insurance as is provided by this policy only by reason of the terms of this paragraph shall be excess insurance over any other valid and collectible insurance available to you.

#### WARNING

Unless you have automobile insurance written by a Mexican insurance company, you may spend many hours or days in jail, if you have an accident in Mexico. Insurance coverage should be secured from a company

licensed under the laws of Mexico to write such insurance in order to avoid complications and some other penalties possible under the laws of Mexico, including the possible impoundment of your auto.

### 14. LEASING OR RENTAL CONCERNS—CONTINGENT COVERAGE

#### A. PHRASE WITH SPECIAL MEANING

In addition to the WORDS AND PHRASES WITH SPECIAL MEANING in the policy, the following phrase has special meaning in this endorsement:

"Leased auto" means an auto you lease to a lessee under a leasing agreement of one year or more for which the leasing agreement requires the lessee to provide primary insurance for you.

B. LIABILITY INSURANCE and any required no-fault insurance provided by the policy for a covered auto which is a leased auto applies subject to the following provisions:

1. a. The lessee has furnished you with a certificate of insurance required by the leasing agreement, and

b. At the time of an accident the insurance required by the leasing agreement is not collectible.

2. For you, the limit of our liability for the insurance provided by this endorsement is the limit of liability stated in the Declarations.

3. For the lessee, the limit of our liability for the insurance provided by this endorsement is the minimum limit required by any applicable compulsory or financial responsibility law.

4. The insurance provided by this endorsement is excess over any other collectible insurance, whether primary, excess or contingent.

### 15. DRIVER EXCLUSION

We will not be liable for any accidents or losses while a covered auto is driven by individuals named in the

Declarations page for this endorsement.

**This form amends this Policy  
and if attached to:**

**Commercial-Card Portfolio  
applies under Automobile  
Conventional Portfolio  
applies under Section II**



**Business Auto Policy.  
Garage Policy  
Truckers Policy**

**Supplementary State Endorsements  
California**

The following endorsements shall apply only when specifically incorporated through appropriate entry in the Declarations.

**1. AMENDMENT OF PART IV - LIABILITY INSURANCE - CALIFORNIA  
(Business Auto Policy and Truckers Policy)**

It is agreed that paragraph 3.b. of PART IV - LIABILITY INSURANCE, section D. WHO IS INSURED, is amended to read as follows:

b. Someone using a covered auto while he or she is working in a business of selling, repairing, servicing, delivering, testing, road-testing, parking or storing autos.

**2. CHANGES IN UNINSURED MOTORISTS INSURANCE (CA 21 02 01 78)**

**A. WORDS AND PHRASES WITH SPECIAL MEANING** is changed as follows:

Paragraph C of "uninsured motor vehicle" is changed to read:

For which the insuring or bonding company denies coverage or refuses to admit coverage except conditionally or with reservation or becomes insolvent, or

**B. Exclusion 2 under WE WILL NOT COVER - EXCLUSIONS** is changed to read:

This insurance does not apply to:

The direct or indirect benefit of any insurer or self-insurer under any workers' compensation, disability or similar law or to the direct benefit of the United States, a state or its political subdivisions.

**C. OUR LIMIT OF LIABILITY** is changed to read:

1. Regardless of the number of covered autos, insureds, claims made or vehicles involved in the accident, the most we will pay for all damages resulting from any one accident is the limit of UNINSURED MOTORISTS INSURANCE shown in the declarations.

2. Any loss payable under this insurance shall be reduced by:

a. All sums paid or payable under any workers' compensation law exclusive of non-occupational disability benefits, and

b. All sums paid by or for anyone who is legally responsible, including all sums paid under the policy's LIABILITY INSURANCE.

**D. OTHER INSURANCE** is changed to read:

1. For bodily injury sustained by an insured while occupying an auto he does not own, UNINSURED MOTORISTS INSURANCE does not apply if the owner of the auto has uninsured motorists insurance.

2. Except as provided in paragraph 1, if an insured has other uninsured motorists insurance, the damages shall be deemed not to exceed the higher of the applicable limits of the respective coverages. We will pay only our share of these damages. Our share is the proportion that the limit of UNINSURED MOTORISTS INSURANCE bears to the total of the limits of all uninsured motorists insurance.

**E. The policy's condition LEGAL ACTION AGAINST US** is changed to read:

No legal action may be brought against us until there has been full compliance with all the terms of this policy nor unless within one year from the date of the accident:

1. Suit for bodily injury has been filed against the uninsured motorist in a court of competent jurisdiction, or

2. Agreement as to the amount due under this insurance has been concluded, or

3. The insured has formally instituted legal proceedings.

**F. ARBITRATION** is changed to read:

1. If we and an insured disagree whether the insured is legally entitled to recover damages from the owner or driver of an uninsured motor vehicle or do not agree as to the amount of damages, either party may make a written demand for arbitration. In this event the disagreement will be settled by a single neutral arbitrator. Each party will bear the expenses of the arbitrator equally.

2. Unless both parties agree otherwise, arbitration will take place in the county in which the insured lives. Local rules of law as to arbitration procedures and evidence will apply. The decision of the arbitrator will be binding.

**3. CHANGES IN POLICY - CANCELLATION (PA 02 04 01 78)**

If you are an individual and a covered auto you own is of the private passenger type, CANCELLING THIS POLICY DURING THE POLICY PERIOD does not apply to that auto. The following Condition applies instead:

**ENDING THIS POLICY**

**A. Cancellations**

1. You may cancel the policy by returning it to us or by giving us advance notice of the date cancellation is to take effect.

2. When this policy is in effect less than 60 days and is not a renewal or continuation policy, we may cancel for any reason provided we mail you notice within this period. If we cancel we will mail you at least 10 days notice.

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(Continued from Obverse Side)

3. When this policy is in effect 60 days or more or is a renewal or continuation policy, we may cancel only for one or more of the following reasons:

a. Nonpayment of premium. If we cancel for this reason, we will mail you at least 10 days notice.

b. Your driver's license or that of a driver who lives with you or customarily uses the covered auto has been suspended or revoked during the policy period. If we cancel for this reason we will mail you at least 20 days notice.

c. We replace this policy with another one providing similar coverages and the same limits for the covered auto. The replacement policy will take effect when this policy is cancelled, and will end a year after this policy begins or on this policy's expiration date, whichever is earlier.

d. This policy has been written for a period of more than a year or without a fixed expiration date. We may cancel for this reason only at an anniversary of its original effective date. If we cancel for this reason we will mail you at least 20 days notice.

4. If this policy is cancelled, you may be entitled to a premium refund. If so, we will send you the refund. However, making or offering to make the refund is not a condition of cancellation. If you cancel, the refund, if any, will be computed in accordance with our customary short rate procedure. If we cancel, the re-

fund, if any, will be computed pro rata.

5. The effective date of cancellation stated in the notice shall become the end of the policy period.

#### B. Non-Renewal

1. If we decide not to renew or continue this policy we will mail you notice at least 20 days before the end of the policy period. If the policy period is other than one year, we will have the right not to renew or continue it only at an anniversary of its original effective date. If we offer to renew or continue at least 20 days before the end of the policy period and you do not accept, this policy will terminate at the end of the current policy period. Failure to pay the required renewal or continuation premium by the end of the policy period shall mean that you have not accepted our offer.

2. If we fail to mail proper notice of non-renewal and you obtain other insurance this policy will end on the effective date of that insurance.

#### C. Mailing of Notices

Any notice of cancellation or non-renewal will be mailed to your last known address. However, we may deliver any notice instead of mailing it. Proof of mailing of any notice shall be sufficient proof of notice.

#### 4. AMENDMENT OF PART IV -- LIABILITY INSURANCE -- CALIFORNIA (Garage Policy)

It is agreed that paragraph 1.b.(2) of PART IV -- LIABILITY INSURANCE, section D. WHO IS INSURED, is amended to read as follows:

(2) Someone using a covered auto while he or she is working in a business of selling, repairing, servicing, delivering, testing, road-testing, parking or storing autos.

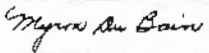
**AUTOMOBILE — GENERAL LIABILITY INSURANCE**

<b>THREE-YEAR ENDORSEMENT</b>
-------------------------------

<b>INSURED</b>	<b>POLICY NUMBER</b>
<b>PRODUCER</b>	<b>EFFECTIVE DATE</b>

It is agreed that such insurance as is afforded by the policy applies subject to the following provisions:

1. The policy period stated in the declarations is comprised of three consecutive annual periods.
2. Computation and adjustment of earned premium shall be made at the end of each annual period.
3. If the premium for the three year period is not paid in advance, the premiums for each annual period of this policy shall be computed in accordance with the Company's rules, rates, rating plans, premiums and minimum premiums in effect on the inception date of each annual period.

ONE OF THE <b>FIREMAN'S FUND INSURANCE COMPANIES</b> AS NAMED IN THE POLICY	 PRESIDENT	COUNTERSIGNATURE OF AUTHORIZED AGENT
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<b>ADDITIONAL INSURED - LESSOR</b> (CA 20 01 01 78)	
INSURANCE COMPANY	POLICY NUMBER
EFFECTIVE DATE	EXPIRATION DATE
NAMED INSURED AND ADDRESS	
ADDITIONAL INSURED (LESSOR)	

COVERAGES	LIMITS OF LIABILITY
LIABILITY	EACH PERSON      EACH ACCIDENT
<input type="checkbox"/> COMBINED BODILY INJURY AND PROPERTY DAMAGE LIABILITY	XXXXXXXX      \$      ,000
<input type="checkbox"/> BODILY INJURY LIABILITY	\$      ,000      \$      ,000
<input type="checkbox"/> PROPERTY DAMAGE LIABILITY	XXXXXXXX      \$      ,000
PERSONAL INJURY PROTECTION (OR EQUIVALENT NO-FAULT COVERAGE)	\$      ,000

ENTER "X" BELOW TO INDICATE PHYSICAL DAMAGE COVERAGES PROVIDED

<input type="checkbox"/> COMPREHENSIVE	ACTUAL CASH VALUE OR COST OF REPAIR WHICHEVER IS LESS; MINUS: \$      For Each Covered <b>Auto</b>
<input type="checkbox"/> COLLISION	ACTUAL CASH VALUE OR COST OF REPAIR WHICHEVER IS LESS; MINUS: \$      For each Covered <b>Auto</b>
<input type="checkbox"/> SPECIFIED PERILS	ACTUAL CASH VALUE OR COST OF REPAIR WHICHEVER IS LESS; MINUS: \$      For Each Covered <b>Auto</b>

**A. PHRASE WITH SPECIAL MEANING**

In addition to the WORDS AND PHRASES WITH SPECIAL MEANING in the policy, the following phrase has special meaning in this endorsement:

**"Leased auto"** means an **auto** leased to **you** under a leasing agreement of one year or more, including any substitute or replacement, for which the leasing agreement requires **you** to provide primary insurance for the lessor.

**B. For a covered auto which is a leased auto WHO IS INSURED is changed to include as an insured the lessor named in this endorsement. However, the lessor is an insured only for bodily injury or property damage resulting from the acts or omissions of:**

1. **You;**
2. Any of **your** employees or agents;
3. Any person, except the lessor or any employee or agent of the lessor, operating a **leased auto** with the permission of any of the above.

**C. If we cancel the policy, we will mail notice to the lessor in accordance with CANCELLING THIS POLICY DURING THE POLICY PERIOD.**

**D. Cancellation ends this agreement.**

**E. The lessor is not liable for payment of your premiums.**

POLICY NUMBER	INSURED	EFFECTIVE
FIREMAN'S FUND INSURANCE COMPANY THE AMERICAN INSURANCE COMPANY NATIONAL SURETY CORPORATION ASSOCIATED INDEMNITY CORPORATION AMERICAN AUTOMOBILE INSURANCE COMPANY  <i>Myron R. Bain</i> PRESIDENT	PRODUCER	
	COUNTERSIGNATURE OF AUTHORIZED AGENT	

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AGREEMENT TO DELETE PROTECTION AGAINST UNINSURED MOTORISTS INSURANCE  
(CALIFORNIA)

Section 11580.2(a) of the California Insurance Code requires an insurer to provide uninsured motorists coverage in each bodily injury liability insurance policy it issues covering liability arising out of the ownership, maintenance, or use of a motor vehicle. Such section also permits the insurer and the applicant to delete such coverage completely or with respect to one or more natural persons designated by name when operating a motor vehicle. Uninsured motorists coverage insures the insured, his heirs, or legal representatives for all sums within the financial responsibility limits which such person or persons are legally entitled to recover as damages for bodily injury, including any resulting sickness, disease, or death, to him from the owner or operator of an uninsured motor vehicle not owned or operated by the insured.

Pursuant to the authority of said Section 11580.2(a) of the California Insurance Code, both the name of insured and the insurer designated below hereby agree as indicated below by ☒ , as follows:

- ☐ 1. Protection Against Uninsured Motorists Insurance is deleted in its entirety from the policy issued by the insurer.
- ☐ 2. Protection Against Uninsured Motorists Insurance is deleted from the policy issued by the insurer with respect to the ownership, maintenance or use of any motor vehicle of the \_\_\_\_\_ type(s).
- ☐ 3. Protection Against Uninsured Motorists Insurance does not cover as an insured the following named person(s) when operating a motor vehicle:  
Named Person(s) \_\_\_\_\_

Agreed:  
Name of Insured \_\_\_\_\_ Date \_\_\_\_\_

By \_\_\_\_\_  
General Partner, Officer, Etc.--State Capacity

Insurer \_\_\_\_\_

Policy Number \_\_\_\_\_



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**YOUR BUSINESS AUTO POLICY INDEX**

**DECLARATIONS—Schedule of Coverages and Covered Autos**

**PART I WORDS AND PHRASES WITH SPECIAL MEANING**

Beginning on Page 1

**PART II WHICH AUTOS ARE COVERED AUTOS**

Beginning on Page 2

**PART III WHERE AND WHEN THIS POLICY COVERS**

Beginning on Page 2

**PART IV LIABILITY INSURANCE**

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- A. We Will Pay
- B. We Will Also Pay
- C. We Will Not Cover—Exclusions
- D. Who Is Insured
- E. Our Limit of Liability
- F. Out of State Extensions of Coverage

**PART V AUTO MEDICAL PAYMENTS INSURANCE**

Beginning on Page 3

- A. Words and Phrases With Special Meaning
- B. We Will Pay
- C. We Will Not Cover—Exclusions
- D. Who Is Insured
- E. Our Limit of Liability
- F. Changes in Conditions

**PART VI UNINSURED MOTORISTS INSURANCE**

Beginning on Page 4

- A. Words and Phrases With Special Meaning
- B. We Will Pay
- C. We Will Not Cover—Exclusions
- D. Who Is Insured
- E. Our Limit of Liability
- F. Changes in Conditions

**PART VII PHYSICAL DAMAGE INSURANCE**

Beginning on Page 5

- A. We Will Pay
- B. We Will Also Pay
- C. We Will Not Cover—Exclusions
- D. How We Will Pay—The Most We Will Pay
- E. Glass Breakage

**PART VIII CONDITIONS**

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- A. Your Duties After Accident or Loss
- B. Other Insurance
- C. Our Right to Recover From Others
- D. Cancelling This Policy During The Policy Period
- E. Legal Action Against Us
- F. Inspection
- G. Changes
- H. Transfer of Your Interest
- I. No Benefit to Bailee
- J. Bankruptcy
- K. Appraisal For Physical Damage Losses
- L. Estimated Annual Premium
- M. Punitive or Exemplary Damage Exclusion

**NUCLEAR ENERGY LIABILITY EXCLUSION ENDORSEMENT**  
**ENDORSEMENTS**

Beginning on Page 8

Beginning on Page 9

**NOTE:** Your coverage may be further modified by the attachment of Supplementary State Endorsements.

**IMPORTANT:** This Index is not part of the Business Auto Policy and does not provide coverage. Refer to the Business Auto Policy for the actual contractual provisions.

**PLEASE READ THE BUSINESS AUTO POLICY CAREFULLY**

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<b>COMMERCIAL LINES</b> THIS FORM AMENDS THIS POLICY		Business Auto Policy Garage Policy Truckers Policy Supplementary State Endorsement California
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**DECLARATIONS**

NAMED INSURED:

POLICY NUMBER

ONLY THOSE ENDORSEMENTS APPLY FOR WHICH AN "X" IS ENTERED IN THE APPLICABLE BOX.

BUSINESS AUTO POLICY	GARAGE POLICY	TRUCKERS POLICY	
<input type="checkbox"/>		<input type="checkbox"/>	1. AMENDMENT OF PART IV—LIABILITY INSURANCE—CALIFORNIA (BUSINESS AUTO POLICY AND TRUCKERS POLICY)
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	2. CHANGES IN UNINSURED MOTORISTS INSURANCE (CA 21 02 01 78)
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	3. CHANGES IN POLICY—CANCELLATION (PA 02 04 01 78)
	<input type="checkbox"/>		4. AMENDMENT OF PART IV—LIABILITY INSURANCE—CALIFORNIA (GARAGE POLICY)
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	5. CALIFORNIA PUBLIC SCHOOLS AND COMMUNITY COLLEGE ENDORSEMENT



# **LIABILITY/AUTOMOBILE POLICY**



**FIREMAN'S FUND  
INSURANCE COMPANIES**

San Francisco, California

FFIC0050678

FFIC\_EPA\_0000096

UND. GROUP C	BRANCH WLH	PRODUCER CODE 04 603 630	PRODUCER M/ HM & ASSOCIATES, INC.	COMM. %	PREVIOUS POLICY NO. LA 267 93 96
ADJ. FNCQ. 1	GENERAL LIABILITY		COMMS. AUTOMOBILE LIABILITY	AUTO. PHY. DAM.	

DECLARATIONS

*Auto Liab.*

REDACTED

LIABILITY/AUTOMOBILE POLICY

POLICY NUMBER 2-49 LA- 310 07 53

"SUBJECT TO AUDIT"

ITEM 1.

INSURED'S NAME AND MAILING ADDRESS

ANGELES CHEMICAL CO., INC. &  
STALLION TANK LINES, INC.  
8915 SORENSON AVE  
SANTA FE SPRINGS, CA 90670

FIREMAN'S FUND INSURANCE COMPANIES  
COVERAGE IS PROVIDED IN THE FOLLOWING  
COMPANY, A STOCK COMPANY.



01

FIREMAN'S FUND INSURANCE COMPANY

ITEM 2.

POLICY PERIOD: FROM 1/1/82 TO 1/1/85  
(12:01 A.M. STANDARD TIME AT THE ADDRESS OF THE  
NAMED INSURED AS STATED HEREIN)

THE NAMED INSURED IS:

☐ INDIVIDUAL ☐ PARTNERSHIP ☒ CORPORATION ☐ JOINT VENTURE ☐ OTHER

BUSINESS OF THE NAMED INSURED IS: WHOLESALE SALES & DISTRIBUTION OF INDUSTRIAL SERVICES Chemical

ITEM 3. THE INSURANCE AFFORDED UNDER THIS POLICY IS ONLY WITH RESPECT TO THE COVERAGE PART(S) INDICATED BELOW AND FOR WHICH A PREMIUM CHARGE IS SPECIFIED.

FORM NUMBER	COVERAGE PART(S) DESCRIPTION	ADVANCE PREMIUM(S)
105040(1/73) 140404(1/80) 140615(10/81)	COMPREHENSIVE GENERAL LIABILITY INSURANCE BUSINESS AUTO POLICY SUPPLEMENTARY STATE ENDORSEMENT	\$ 43,234. INCL. ---
ENDORSEMENTS (IDENTIFY BY FORM NUMBER)		
PER ENDORSEMENT #1 ATTACHED		
IF POLICY IS SUBJECT TO AUDIT, AUDIT PERIOD SHALL BE ANNUAL, UNLESS OTHERWISE STATED:		TOTAL ADVANCE PREMIUM \$
IF POLICY PERIOD IS MORE THAN ONE YEAR AND PREMIUM IS TO BE PAID IN INSTALLMENTS, PREMIUM IS PAYABLE:	ON INCEPTION DATE \$ 43,234.	FIRST ANNIVERSARY \$ TO BE DETERMINED
		SECOND ANNIVERSARY \$ TO BE DETERMINED

DATE OF ISSUE 1/29/82 AVP	COUNTERSIGNATURE OF AUTHORIZED AGENT
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5900-1-73 (REV. 9-80) THIS DECLARATIONS PAGE IS ISSUED IN CONJUNCTION WITH AND IS PART OF POLICY FORM 5900. AG-00-01

FFIC0050618

FFIC\_EPA\_0000097

LA-310 07 53

LA-310 07 53



URD. GROUP C	BRANCH WLH	PRODUCER CODE 04 603 630	PRODUCER H & ASSOCIATES, INC.	COMM.	PREVIOUS POLICY NO. LA 267 93 96
ADD. INSR. 1	GENERAL LIABILITY		COMMIS. AUTOMOBILE LIABILITY	AUTG. PHY. DAM.	

DECLARATIONS

LIABILITY/AUTOMOBILE POLICY

POLICY NUMBER 2-49 LA-310 07 53

"SUBJECT TO AUDIT"

ITEM 1.

INSURED'S NAME AND MAILING ADDRESS

ANGELES CHEMICAL CO., INC. &  
STALLION TANK LINES, INC.  
8915 SORENSON AVE  
SANTA FE SPRINGS, CA 90670

FIREMAN'S FUND INSURANCE COMPANIES  
COVERAGE IS PROVIDED IN THE FOLLOWING  
COMPANY, A STOCK COMPANY:

02 FIREMAN'S FUND INSURANCE COMPANY

ITEM 2.

POLICY PERIOD: FROM 1/1/82 TO 1/1/85  
(12:01 A.M. STANDARD TIME AT THE ADDRESS OF THE  
NAMED INSURED AS STATED HEREIN)

THE NAMED INSURED IS:

☐ INDIVIDUAL ☐ PARTNERSHIP ☒ CORPORATION ☐ JOINT VENTURE ☐ OTHER

BUSINESS OF THE NAMED INSURED IS: WHOLESALE SALES & DISTRIBUTION OF INDUSTRIAL SERVICES Chemicals

ITEM 3.

THE INSURANCE AFFORDED UNDER THIS POLICY IS ONLY WITH RESPECT TO THE COVERAGE  
PART(S) INDICATED BELOW AND FOR WHICH A PREMIUM CHARGE IS SPECIFIED.

COVERAGE PART(S)		
FORM NUMBER	DESCRIPTION	ADVANCE PREMIUM(S)
105040(1/73) 140404(1/80) 140615(10/81)	COMPREHENSIVE GENERAL LIABILITY INSURANCE BUSINESS AUTO POLICY SUPPLEMENTARY STATE ENDORSEMENT	\$ 43,234. INCL.
ENDORSEMENTS (IDENTIFY BY FORM NUMBER)		
PER ENDORSEMENT #1 ATTACHED		
IF POLICY IS SUBJECT TO AUDIT, AUDIT PERIOD SHALL BE ANNUAL UNLESS OTHERWISE STATED.		TOTAL ADVANCE PREMIUM \$
IF POLICY PERIOD IS MORE THAN ONE YEAR AND PREMIUM IS TO BE PAID IN INSTALLMENTS, PREMIUM IS PAYABLE:	ON INCEPTION DATE \$ 43,234.	FIRST ANNIVERSARY TO BE DETERMINED
		SECOND ANNIVERSARY TO BE DETERMINED

1/20/82 4/10

DATE OF ISSUE

COUNTERSIGNED BY

LA-310 07 53

## COVERAGE PA

## COMPREHENSIVE GENERAL LIABILITY INSURANCE

## SCHEDULE

THE INSURANCE AFFORDED IS ONLY WITH RESPECT TO SUCH OF THE FOLLOWING COVERAGES AS ARE INDICATED BY SPECIFIC PREMIUM CHARGE OR CHARGES. THE LIMIT OF THE COMPANY'S LIABILITY AGAINST EACH SUCH COVERAGE SHALL BE AS STATED HEREIN, SUBJECT TO ALL THE TERMS OF THIS POLICY HAVING REFERENCE THERETO.

COVERAGES		LIMITS OF LIABILITY			
A. BODILY INJURY LIABILITY		\$ PER	,000 EACH OCCURRENCE		
		\$ CSL	,000 AGGREGATE		
B. PROPERTY DAMAGE LIABILITY		\$ ENDT.	,000 EACH OCCURRENCE		
		\$	,000 AGGREGATE		

GENERAL LIABILITY HAZARDS						
DESCRIPTION OF HAZARDS	CODE NO.	PREMIUM BASES	RATES		ADVANCE PREMIUM	
			BODILY INJURY	PROPERTY DAMAGE	BODILY INJURY	PROPERTY DAMAGE
PREMISES — OPERATIONS		(A) AREA (SQ. FT.) (B) FRONTAGE (C) REMUNERATION	(A) PER 100 SQ. FT. OF AREA (B) PER LINEAR FT. (C) PER 100 OF REMUNERATION			
COMPOSITE RATE:	324-70050					INCLUDED IN COMPOSITE RATE
ESCALATORS (NUMBER AT PREMISES)		NUMBER INSURED	PER LANDING			
INDEPENDENT CONTRACTORS		COST	PER \$100 OF COST			
COMPLETED OPERATIONS		(A) RECEIPTS	(A) PER \$1,000 OF RECEIPTS			
INCLUDED IN PREMISES OPERATION HAZARD						INCLUDED IN COMPOSITE RATE
PRODUCTS		(B) SALES	(B) PER \$1,000 OF SALES			
ENDORSEMENTS ATTACHED						
			INCLUDED IN COMPOSITE RATE			
			TOTAL ADVANCE PREMIUM			\$ ENDT.
ADDITIONAL DECLARATIONS						
LOCATION OF ALL PREMISES OWNED BY, RENTED TO OR CONTROLLED BY THE NAMED INSURED (ENTER "SAME" IF LOCATION SAME AS ADDRESS IN ITEM 1 OF DECLARATIONS)			INTEREST OF NAMED INSURED IN SUCH PREMISES:			
			<input type="checkbox"/> OWNER <input type="checkbox"/> TENANT <input type="checkbox"/> GENERAL LESSEE			
			PART OCCUPIED BY NAMED INSURED			

The foregoing discloses all hazards insured hereunder known to exist at the effective date of this policy, unless otherwise stated herein.

POLICY NUMBER	INSURED	EFFECTIVE
2-49 LA 310 07 53		
ONE OF THE FIREMAN'S FUND INSURANCE COMPANIES AS NAMED IN THE POLICY		PRODUCER
COUNTERSIGNATURE OF AUTHORIZED AGENT		
<i>Myron R. Bain</i> PRESIDENT 10-X		



# **I. COVERAGE A—BODILY INJURY LIABILITY** **COVERAGE B—PROPERTY DAMAGE LIABILITY**

The Company will pay on behalf of the insured all sums which the insured shall become legally obligated to pay as damages because of Coverage A, bodily injury or Coverage B, property damage to which this insurance applies, caused by an occurrence, and the Company shall have the right and duty to defend any suit against the insured seeking damages on account of such bodily injury or property damage, even if any of the allegations of the suit are groundless, false or fraudulent, and may make such investigation and settlement of any claim or suit as it deems expedient, but the Company shall not be obligated to pay any claim or judgment or to defend any suit after the applicable limit of the Company's liability has been exhausted by payment of judgments or settlements.

## **Exclusions**

This insurance does not apply:

- (a) to liability assumed by the insured under any contract or agreement except an incidental contract but this exclusion does not apply to a warranty of fitness or quality of the named insured's products or a warranty that work performed by or on behalf of the named insured will be done in a workmanlike manner;
- (b) to bodily injury or property damage arising out of the ownership, maintenance, operation, use, loading or unloading of (1) any automobile or aircraft owned or operated by or rented or loaned to any insured, or (2) any other automobile or aircraft operated by any person in the course of his employment by any insured; but this exclusion does not apply to the parking of an automobile on premises owned by, rented to or controlled by the named insured or the ways immediately adjoining, if such automobile is not owned by or rented or loaned to any insured;
- (c) to bodily injury or property damage arising out of (1) the ownership, maintenance, operation, use, loading or unloading of any mobile equipment while being used in any prearranged or organized racing, speed or demolition contest or in any stunting activity or in practice or preparation for any such contest or activity or (2) the operation or use of any snowmobile or trailer designed for use therewith;
- (d) to bodily injury or property damage arising out of and in the course of the transportation of mobile equipment by an automobile owned or operated by or rented or loaned to any insured;
- (e) to bodily injury or property damage arising out of the ownership, maintenance, operation, use, loading or unloading of
  - (1) any watercraft owned or operated by or rented or loaned to any insured, or
  - (2) any other watercraft operated by any person in the course of his employment by any insured;
 but this exclusion does not apply to watercraft while ashore on premises owned by, rented to or controlled by the named insured;
- (f) to bodily injury or property damage arising out of the discharge, dispersal, release or escape of smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, liquids or gases, waste materials or other irritants, contaminants or pollutants into or upon land, the atmosphere or any water course or body of water; but this exclusion does not apply if such discharge, dispersal, release or escape is sudden and accidental;
- (g) to bodily injury or property damage due to war, whether or not declared, civil war, insurrection, rebellion or revolution or to any act or condition incident to any of the foregoing, with respect to (1) liability assumed by the insured under an incidental contract, or (2) expenses for first aid under the Supplementary Payments provision;
- (h) to bodily injury or property damage for which the insured or his indemnitee may be held liable
  - (1) as a person or organization engaged in the business of manufacturing, distributing, selling or serving alcoholic beverages, or
  - (2) if not so engaged, as an owner or lessor of premises used for such purposes,
 if such liability is imposed
  - (i) by, or because of the violation of, any statute, ordinance or regulation pertaining to the sale, gift, distribution or use of any alcoholic beverage, or
  - (ii) by reason of the selling, serving or giving of any alcoholic beverage to a minor or to a person under the influence of alcohol or which causes or contributes to the intoxication of any person; but part (ii) of this exclusion does not apply with respect to liability of the insured or his indemnitee as an owner or lessor described in (2) above;
- (i) to any obligation for which the insured or any carrier as his insurer may be held liable under any workmen's compensation, unemployment compensation or disability benefits law, or under any similar law;
- (j) to bodily injury to any employee of the insured arising out of and in the course of his employment by the insured or to any obligation of the insured to indemnify another because of damages arising out of such injury; but this exclusion does not apply to liability assumed by the insured under an incidental contract;
- (k) to property damage to (1) property owned or occupied by or rented to the insured, (2) property used by the insured, or (3) property in the care, custody or control of the insured or as to which the insured is for any purpose exercising physical control; but parts (2) and (3) of this exclusion do not apply with respect to liability under a written sidetrack agreement and part (3) of this exclusion does not apply with respect to property damage (other than to elevators) arising out of the use of an elevator at premises owned by, rented to or controlled by the named insured;
- (l) to property damage to premises alienated by the named insured arising out of such premises or any part thereof;
- (m) to loss of use of tangible property which has not been physically injured or destroyed resulting from
  - (1) a delay in or lack of performance by or on behalf of the named insured of any contract or agreement, or
  - (2) the failure of the named insured's products or work performed by or on behalf of the named insured to meet the level of performance, quality, fitness or durability warranted or represented by the named insured;
 but this exclusion does not apply to loss of use of other tangible property resulting from the sudden and accidental physical injury to or destruction of the named insured's products or work performed by or on behalf of the named insured after such products or work have been put to use by any person or organization other than an insured;
- (n) to property damage to the named insured's products arising out of such products or any part of such products;
- (o) to property damage to work performed by or on behalf of the named insured arising out of the work or any portion thereof, or out of materials, parts or equipment furnished in connection therewith;
- (p) to damages claimed for the withdrawal, inspection, repair, replacement, or loss of use of the named insured's products or work completed by or for the named insured or of any property of which such products or work form a part, if such products, work or property are withdrawn from the market or from use because of any known or suspected defect or deficiency therein.

## **II. PERSONS INSURED**

Each of the following is an insured under this insurance to the extent set forth below:

- (a) if the named insured is designated in the declarations as an individual, the person so designated but only with respect to the conduct of a business of which he is the sole proprietor, and the spouse of the named insured with respect to the conduct of such a business;
- (b) if the named insured is designated in the declarations as a partnership or joint venture, the partnership or joint venture so designated and any partner or member thereof but only with respect to his liability as such;
- (c) if the named insured is designated in the declarations as other than an individual, partnership or joint venture, the organization so designated and any executive officer, director or stockholder thereof while acting within the scope of his duties as such;
- (d) any person (other than an employee of the named insured) or organization while acting as real estate manager for the named insured; and

(a) with respect to the operation, for the purpose of locomotion upon a public highway, of mobile equipment registered under any motor vehicle registration law, (i) an employee of the named insured while operating any such equipment in the course of his employment, and (ii) any other person while operating with the permission of the named insured any such equipment registered in the name of the named insured and any person or organization legally responsible for such operation, but only if there is no other valid and collectible insurance available, either on a primary or excess basis, to such person or organization; provided that no person or organization shall be an insured under this paragraph (a) with respect to: (1) bodily injury to any fellow employee of such person injured in the course of his employment, or (2) property damage to property owned by, rented to, in charge of or occupied by the named insured or the employer of any person described in subparagraph (ii). This insurance does not apply to bodily injury or property damage arising out of the conduct of any partnership or joint venture of which the insured is a partner or member and which is not designated in this policy as a named insured.

### III. LIMITS OF LIABILITY

Regardless of the number of (1) insureds under this policy, (2) persons or organizations who sustain bodily injury or property damage, or (3) claims made or suits brought on account of bodily injury or property damage, the Company's liability is limited as follows:

**Coverage A**—The total liability of the Company for all damages, including damages for care and loss of services, because of bodily injury sustained by one or more persons as the result of any one occurrence shall not exceed the limit of bodily injury liability stated in the schedule as applicable to "each occurrence."

Subject to the above provision respecting "each occurrence", the total liability of the Company for all damages because of (1) all bodily injury included within the completed operations hazard and (2) all bodily injury included within the products hazard shall not exceed the limit of bodily injury liability stated in the schedule as "aggregate."

**Coverage B**—The total liability of the Company for all damages because of all property damage sustained by one or more persons or organizations as the result of any one occurrence shall not exceed the limit of property damage liability stated in the schedule as applicable to "each occurrence."

Subject to the above provision respecting "each occurrence", the total liability of the Company for all damages because of all property damage to which this coverage applies and described in any of the numbered subparagraphs below shall not exceed the limit of property damage liability stated in the schedule as "aggregate": (1) all property damage arising out of premises or operations rated on a remuneration basis or contractor's equipment rated on a receipts basis, including property damage for which liability is assumed under any incidental contract relating to such premises or operations, but excluding property damage included in subparagraph (2) below; (2) all property damage arising out of and occurring in the course of operations performed for the named insured by independent contractors and general supervision thereof by the named insured, including any such property damage for which liability is assumed under any incidental contract relating to such operations, but this subparagraph (2) does not include property damage arising out of maintenance or repairs at premises owned by or rented to the named insured or structural alterations at such premises which do not involve changing the size of or moving buildings or other structures; (3) all property damage included within the products hazard and all property damage included within the completed operations hazard.

Such aggregate limit shall apply separately to the property damage described in subparagraphs (1), (2) and (3) above, and under subparagraphs (1) and (2), separately with respect to each project away from premises owned by or rented to the named insured.

**Coverages A and B**—For the purpose of determining the limit of the Company's liability, all bodily injury and property damage arising out of continuous or repeated exposure to substantially the same general conditions shall be considered as arising out of one occurrence.

### IV. POLICY TERRITORY

This insurance applies only to bodily injury or property damage which occurs within the policy territory.

**When used as a premium basis:**

**"admissions"** means the total number of persons, other than employees of the named insured, admitted to the event insured or to events conducted on the premises whether on paid admission tickets, complimentary tickets or passes;

**"cost"** means the total cost to the named insured with respect to operations performed for the named insured during the policy period by independent contractors of all work let or sub-let in connection with each specific project, including the cost of all labor, materials and equipment furnished, used or delivered for use in the execution of such work, whether furnished by the owner, contractor or subcontractor, including all fees, allowances, bonuses or commissions made, paid or due;

**"receipts"** means the gross amount of money charged by the named insured for such operations by the named insured or by others during the policy period as are rated on a receipts basis other than receipts from telecasting, broadcasting or motion pictures, and includes taxes, other than taxes which the named insured collects as a separate item and remits directly to a governmental division;

**"remuneration"** means the entire remuneration earned during the policy period by proprietors and by all employees of the named insured, other than chauffeurs (except operators of mobile equipment) and aircraft pilots and co-pilots, subject to any overtime earnings or limitation of remuneration rule applicable in accordance with the manuals in use by the Company;

**"sales"** means the gross amount of money charged by the named insured or by others trading under his name for all goods and products sold or distributed during the policy period and charged during the policy period for installation, servicing or repair, and includes taxes, other than taxes which the named insured and such others collect as a separate item and remit directly to a governmental division.



## THE COMPANY DESIGNATED ON THE DECLARATIONS PAGE

(Mailing Address: P.O. Box 3395, San Francisco, California 94119)

In consideration of the payment of the premium, in reliance upon the statements in the declarations made a part hereof and subject to all of the terms of this policy, agrees with the named insured as follows:

### DEFINITIONS

When used in this policy (including endorsements forming a part hereof):

"automobile" means a land motor vehicle, trailer or semi-trailer designed for travel on public roads (including any machinery or apparatus attached thereto), but does not include mobile equipment;

"bodily injury" means bodily injury, sickness or disease sustained by any person which occurs during the policy period, including death at any time resulting therefrom;

"completed operations hazard" includes bodily injury and property damage arising out of operations or reliance upon a representation or warranty made at any time with respect thereto, but only if the bodily injury or property damage occurs after such operations have been completed or abandoned and occurs away from premises owned by or rented to the named insured. "Operations" include materials, parts or equipment furnished in connection therewith. Operations shall be deemed completed at the earliest of the following times:

- (1) when all operations to be performed by or on behalf of the named insured under the contract have been completed;
- (2) when all operations to be performed by or on behalf of the named insured at the site of the operations have been completed; or
- (3) when the portion of the work out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

Operations which may require further service or maintenance work, or correction, repair or replacement because of any defect or deficiency, but which are otherwise complete, shall be deemed completed.

The completed operations hazard does not include bodily injury or property damage arising out of

(a) operations in connection with the transportation of property, unless the bodily injury or property damage arises out of a condition in or on a vehicle created by the loading or unloading thereof;

(b) the existence of tools, uninstalled equipment or abandoned or unused materials; or

(c) operations for which the classification stated in the policy or in the Company's manual specifies "including completed operations";

"elevator" means any hoisting or lowering device to connect floors or landings, whether or not in service, and all appliances thereof including any car, platform, shaft, hoistway, stairway, runway, power equipment and machinery; but does not include an automobile servicing hoist, or a hoist without a platform outside a building if without mechanical power or if not attached to building walls, or a hoist or material hoist used in alteration, construction or demolition operations, or an inclined conveyor used exclusively for carrying property or a dumbwaiter used exclusively for carrying property and having a compartment height not exceeding four feet;

"incidental contract" means any written (1) lease of premises, (2) easement agreement, except in connection with construction or demolition operations on or adjacent to a railroad, (3) undertaking to indemnify a municipality required by municipal ordinance, except in connection with work for the municipality, (4) sidetrack agreement, or (5) elevator maintenance agreement;

"insured" means any person or organization qualifying as an insured in the "Persons Insured" provision of the applicable insurance coverage. The insurance afforded applies separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the Company's liability;

"mobile equipment" means a land vehicle (including any machinery or apparatus attached thereto), whether or not self-propelled, (1) not subject to motor vehicle registration, or (2) maintained for use exclusively on premises owned by or rented to the named insured, including the ways immediately adjoining, or (3) designed for use principally off public roads, or (4) designed or maintained for the sole purpose of affording mobility to equipment of the following types forming an integral part of or permanently attached to such vehicle: power cranes, shovels, loaders, diggers and drills; concrete mixers (other than the mix-in-transit type); graders, scrapers, rollers and other road construction or repair equipment; air-compressors, pumps and generators, including spraying, welding and building cleaning equipment; and geophysical exploration and well servicing equipment;

"named insured" means the person or organization named in Item 1. of the declarations of this policy;

"named insured's products" means goods or products manufactured, sold, handled or distributed by the named insured or by others trading under his name, including any container thereof (other than a vehicle), but "named insured's products" shall not include a vending machine or any property other than such container, rented to or located for use of others but not sold;

"occurrence" means an accident, including continuous or repeated exposure to conditions, which results in bodily injury or property damage neither expected nor intended from the standpoint of the insured;

"policy territory" means:

(1) the United States of America, its territories or possessions, or Canada, or

(2) international waters or air space, provided the bodily injury or property damage does not occur in the course of travel or transportation to or from any other country, state or nation; or

(3) anywhere in the world with respect to damages because of bodily injury or property damage arising out of a product which was sold for use or consumption within the territory described in paragraph (1) above, provided the original suit for such damages is brought within such territory;

"products hazard" includes bodily injury and property damage arising out of the named insured's products or reliance upon a representation or warranty made at any time with respect thereto, but only if the bodily injury or property damage occurs away from premises owned by or rented to the named insured and after physical possession of such products has been relinquished to others;

"property damage" means (1) physical injury to or destruction of tangible property which occurs during the policy period, including the loss of use thereof at any time resulting therefrom, or (2) loss of use of tangible property which has not been physically injured or destroyed provided such loss of use is caused by an occurrence during the policy period;

### SUPPLEMENTARY PAYMENTS

The Company will pay, in addition to the applicable limit of liability:

(a) all expenses incurred by the Company, all costs taxed against the insured in any suit defended by the Company and all interest on the entire amount of any judgment therein which accrues after entry of the judgment and before the Company has paid or tendered or deposited in court that part of the judgment which does not exceed the limit of the Company's liability thereon;

(b) premiums on appeal bonds required in any such suit, premiums on bonds to release attachments in any such suit for an amount not in excess of the applicable limit of liability of this policy, and the cost of bail bonds required of the insured because of accident

or traffic law violation arising out of the use of any vehicle to which this policy applies, not to exceed \$250 per bail bond, but the Company shall have no obligation to apply for or furnish any such bonds;

(c) expenses incurred by the insured for first aid to others at the time of an accident, for bodily injury to which this policy applies;

(d) reasonable expenses incurred by the insured at the Company's request in assisting the Company in the investigation or defense of any claim or suit, including actual loss of earnings not to exceed \$25 per day.



### CONDITIONS

**1. Premium:** All premiums for this policy shall be computed in accordance with the Company's rules, rates, rating plans, premiums and minimum premiums applicable to the insurance afforded herein.

Premium designated in this policy as "advance premium" is a deposit premium only which shall be credited to the amount of the earned premium due at the end of the policy period. At the close of each period (or part thereof terminating with the end of the policy period) designated in the declarations as the audit period the earned premium shall be computed for such period and, upon notice thereof to the named insured, shall become due and payable. If the total earned premium for the policy period is less than the premium previously paid, the Company shall return to the named insured the unearned portion paid by the named insured.

The named insured shall maintain records of such information as is necessary for premium computation, and shall send copies of such records to the Company at the end of the policy period and at such times during the policy period as the Company may direct.

**2. Inspection and Audit:** The Company shall be permitted but not obligated to inspect the named insured's property and operations at any time. Neither the Company's right to make inspections nor the making thereof nor any report thereon shall constitute an undertaking, on behalf of or for the benefit of the named insured or others, to determine or warrant that such property or operations are safe or healthful, or are in compliance with any law, rule or regulation.

The Company may examine and audit the named insured's books and records at any time during the policy period and extensions thereof and within three years after the final termination of this policy, as far as they relate to the subject matter of this insurance.

**3. Financial Responsibility Laws:** When this policy is certified as proof of financial responsibility for the future under the provisions of any motor vehicle financial responsibility law, such insurance as is afforded by this policy for bodily injury liability or for property damage liability shall comply with the provisions of such law to the extent of the coverage and limits of liability required by such law. The insured agrees to reimburse the Company for any payment made by the Company which it would not have been obligated to make under the terms of this policy except for the agreement contained in this paragraph.

**4. Insured's Duties in the Event of Occurrence, Claim or Suit:**

(a) In the event of an occurrence, written notice containing particulars sufficient to identify the insured and also reasonably obtainable information with respect to the time, place and circumstances thereof, and the names and addresses of the injured and of available witnesses, shall be given by or for the insured to the Company or any of its authorized agents as soon as practicable.

(b) If claim is made or suit is brought against the insured, the insured shall immediately forward to the Company every demand, notice, summons or other process received by him or his representative.

(c) The insured shall cooperate with the Company and, upon the Company's request, assist in making settlements, in the conduct of suits and in enforcing any right of contribution or indemnity against any person or organization who may be liable to the insured because of injury or damage with respect to which insurance is afforded under this policy; and the insured shall attend hearings

and trials and assist in securing and giving evidence and obtaining the attendance of witnesses. The insured shall not, except at his own cost, voluntarily make any payment, assume any obligation or incur any expense other than for first aid to others at the time of accident.

**5. Action Against Company:** No action shall lie against the Company unless, as a condition precedent thereto, there shall have been full compliance with all of the terms of this policy, nor until the amount of the insured's obligation to pay shall have been finally determined either by judgment against the insured after actual trial or by written agreement of the insured, the claimant and the Company.

Any person or organization or the legal representative thereof who has secured such judgment or written agreement shall thereafter be entitled to recover under this policy to the extent of the insurance afforded by this policy. No person or organization shall have any right under this policy to join the Company as a party to any action against the insured to determine the insured's liability, nor shall the Company be impleaded by the insured or his legal representative. Bankruptcy or insolvency of the insured or of the insured's estate shall not relieve the Company of any of its obligations hereunder.

**6. Other Insurance:** The insurance afforded by this policy is primary insurance, except when stated to apply in excess of or contingent upon the absence of other insurance. When this insurance is primary and the insured has other insurance which is stated to be applicable to the loss on an excess or contingent basis, the amount of the Company's liability under this policy shall not be reduced by the existence of such other insurance.

When both this insurance and other insurance apply to the loss on the same basis, whether primary, excess or contingent, the Company shall not be liable under this policy for a greater proportion of the loss than that stated in the applicable contribution provision below:

(a) **Contribution by Equal Shares.** If all of such other valid and collectible insurance provides for contribution by equal shares, the Company shall not be liable for a greater proportion of such loss than would be payable if each insurer contributes an equal share until the share of each insurer equals the lowest applicable limit of liability under any one policy or the full amount of the loss is paid, and with respect to any amount of loss not so paid the remaining insurers then continue to contribute equal shares of the remaining amount of the loss until each such insurer has paid its limit in full or the full amount of the loss is paid.

(b) **Contribution by Limits.** If any of such other insurance does not provide for contribution by equal shares, the Company shall not be liable for a greater proportion of such loss than the applicable limit of liability under this policy for such loss bears to the total applicable limit of liability of all valid and collectible insurance against such loss.

**7. Subrogation:** In the event of any payment under this policy, the Company shall be subrogated to all the insured's rights of recovery therefor against any person or organization and the insured shall execute and deliver instruments and papers and do whatever else is necessary to secure such rights. The insured shall do nothing after loss to prejudice such rights.

8. **Changes:** Notice to any agent or knowledge possessed by any agent or by any other person shall not affect a waiver or a change in any part of this policy or estop the Company from asserting any right under the terms of this policy; nor shall the terms of this policy be waived or changed, except by endorsement issued to form a part of this policy.

9. **Assignment:** Assignment of interest under this policy shall not bind the Company until its consent is endorsed hereon; if, however, the named insured shall die, such insurance as is afforded by this policy shall apply (1) to the named insured's legal representative as the named insured, but only while acting within the scope of his duties as such, and (2) with respect to the property of the named insured, to the person having proper temporary custody thereof, as insured, but only until the appointment and qualification of the legal representative.

10. **Three Year Policy:** If this policy is issued for a period of three years any limit of the Company's liability stated in this policy as "aggregate" shall apply separately to each consecutive annual period thereof.

11. **Cancellation:** This policy may be cancelled by the named insured by surrender thereof to the Company or any of its authorized agents or by mailing to the Company written notice stating when

IN WITNESS WHEREOF, the Company has caused this policy to be signed by its President and Secretary, but the same shall not be binding upon the Company unless countersigned by an authorized agent of the Company.

  
SECRETARY

  
PRESIDENT

### NUCLEAR ENERGY LIABILITY EXCLUSION ENDORSEMENT (BROAD FORM)

This endorsement modifies the provisions of the policy relating to ALL AUTOMOBILE LIABILITY, GENERAL LIABILITY AND MEDICAL PAYMENTS INSURANCE OTHER THAN FAMILY AUTOMOBILE, SPECIAL PACKAGE AUTOMOBILE, COMPREHENSIVE PERSONAL AND FARMER'S COMPREHENSIVE PERSONAL INSURANCE.

It is agreed that:

I. This policy does not apply:

A. Under any Liability Coverage, to bodily injury or property damage

(1) with respect to which an insured under this policy is also an insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters or Nuclear Insurance Association of Canada, or would be an insured under any such policy but for its termination upon exhaustion of its limit of liability; or

(2) resulting from the hazardous properties of nuclear material and with respect to which (a) any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or (b) the insured is, or had this policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization.

B. Under any Medical Payments Coverage, or under any Supplementary Payments provision relating to first aid, to expenses incurred with respect to bodily injury resulting from the hazardous properties of nuclear material and arising out of the operation of a nuclear facility by any person or organization.

C. Under any Liability Coverage, to bodily injury or property damage resulting from the hazardous properties of nuclear material, if

(1) the nuclear material (a) is at any nuclear facility owned by, or operated by or on behalf of, an insured or (b) has been discharged or dispersed therefrom;

(2) the nuclear material is contained in spent fuel or waste at any time possessed, handled, used, processed, stored, transported or disposed of by or on behalf of an insured; or

(3) the bodily injury or property damage arises out of the furnishing by an insured of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any nuclear facility, but if such facility is located within the United States of America, its territories or possessions or Canada, this exclusion (3) applies only to property damage to such nuclear facility and any property thereof.

II. As used in this endorsement:

"hazardous properties" include radioactive, toxic or explosive properties;

"nuclear material" means source material, special nuclear material or byproduct material;

"source material", "special nuclear material", and "byproduct material" have the meanings given them in the Atomic Energy Act of 1954 or in any law amendatory thereof;

"spent fuel" means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a nuclear reactor;

"waste" means any waste material (a) containing by-product material other than the tailings or wastes produced by the extraction or concentration of uranium or thorium from any ore processed primarily for its source material content, and (b) resulting from the operation by any person or organization of any nuclear facility included under the first two paragraphs of the definition of nuclear facility;

"nuclear facility" means

(a) any nuclear reactor,

(b) any equipment or device designed or used for (1) separating the isotopes of uranium or plutonium, (2) processing or utilizing spent fuel, or (3) handling, processing or packaging waste,

(c) any equipment or device used for the processing, fabricating or alloying of special nuclear material if at any time the total amount of such material in the custody of the insured at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235,

(d) any structure, basin, excavation, premises or place prepared or used for the storage or disposal of waste,

and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations;

"nuclear reactor" means any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable material;

"property damage" includes all forms of radioactive contamination of property.



This endorsement modifies the insurance as is afforded by the provisions of the policy relating to the following:  
COMPREHENSIVE GENERAL LIABILITY INSURANCE — MANUFACTURERS' AND CONTRACTORS' LIABILITY INSURANCE  
CONTRACTUAL LIABILITY INSURANCE

#### EXCLUSION

(Explosion Hazard, Collapse Hazard, Underground Property Damage Hazard) (GL 21 08)

It is agreed that the policy does not apply to property damage included within:

- (1) the explosion hazard in connection with operations identified in the policy or in the schedule of this endorsement by a classification code which includes the symbol "x",
- (2) the collapse hazard in connection with operations identified in the policy or in the schedule of this endorsement by a classification code which includes the symbol "c",
- (3) the underground property damage hazard in connection with operations identified in the policy or in the schedule of this endorsement by a classification code which includes the symbol "u".

ADDITIONAL DEFINITIONS When used in reference to this insurance:

"explosion hazard" includes property damage arising out of blasting or explosion. The explosion hazard does not include property damage (1) arising out of the explosion of air or steam vessels, piping under pressure, prime movers, machinery or power transmitting equipment, or (2) arising out of operations performed for the named insured by independent contractors, or (3) included within the completed operations hazard or the underground property damage hazard, or (4) for which liability is assumed by the insured under an incidental contract;

"collapse hazard" includes "structural property damage" as defined herein and property damage to any other property at any time resulting therefrom. "Structural property damage" means the collapse of or structural injury to any building or structure due to (1) grading of land, excavating, borrowing, filling, back-filling, tunnelling, pile driving, cofferdam work or caisson work or (2) moving, shoring, underpinning, raising or demolition of any building or structure or removal or rebuilding of any structural support thereof. The collapse hazard does not include property damage (1) arising out of operations performed for the named insured by independent contractors, or (2) included within the completed operations hazard or the underground property damage hazard, or (3) for which liability is assumed by the insured under an incidental contract;

"underground property damage hazard" includes underground property damage as defined herein and property damage to any other property at any time resulting therefrom. "Underground property damage" means property damage to wires, conduits, pipes, mains, sewers, tanks, tunnels, any similar property, and any apparatus in connection therewith, beneath the surface of the ground or water, caused by and occurring during the use of mechanical equipment for the purpose of grading land, paving, excavating, drilling, borrowing, filling, back-filling or pile driving. The underground property damage hazard does not include property damage (1) arising out of operations performed for the named insured by independent contractors, or (2) included within the completed operations hazard, or (3) for which liability is assumed by the insured under an incidental contract.

It is further agreed that:

- (1) Symbol "x" is deleted from classification code number(s): 313-28106
- (2) Symbol "c" is deleted from classification code number(s):
- (3) Symbol "u" is deleted from classification code number(s):

#### SCHEDULE

20850x	Alcoholic Beverage Mfg.	28106x	Chemicals Mfg. — herbicides.
28106x	Alcohol Mfg. — not beverage.	28106x	Chemicals Mfg. — household.
19202sx	Ammunition Mfg.	28106x	Chemicals Mfg. — industrial.
19202sx	Ammunition Mfg. — including component parts for hand-guns, rifles and shotguns.	28106x	Chemicals Mfg. — pesticides.
50221sx	Anhydrous Ammonia Distributing.	28106x	Chemicals Mfg.
29111x	Asphalt or Tar Distilling or Refining.	14001x	Clay or Shale Digging — no canal, sewer or collar excavation or underground mining.
17885xsc	Building or Structure Raising, Moving or Underpinning — including incidental shoring, removal or rebuilding of walls, foundations, columns or piers.	16235xcu	Cofferdam Work — including pile driving, excavation, masonry or concrete work up to completion of substructure only.
17805xcu	Caisson Work — foundations for buildings — including pile driving, excavation, masonry or concrete work up to completion of substructure only.	16285xcu	Conduit Construction for Cables or Wires.
16235xcu	Caisson Work — not foundations for buildings — including pile driving, excavation, masonry or concrete work up to completion of substructure only.	73912xcu	Contractors' Equipment — cranes, derricks, power shovels and equipment incidental thereto — rented to others with operators including installation, repair or removal.
28106x	Calcium Carbide Mfg.	17861cu	Contractors' Equipment — earth moving equipment other than cranes, derricks and power shovels — rented to others with operators including installation, repair or removal.
30792x	Cellophane and Cellophane Products Mfg.	73916xu	Contractors' Equipment — steam boilers, compressors, air pressure tanks, pneumatic tools and equipment incidental thereto — rented to others with operators including installation, repair or removal.
30792x	Celluloid and Celluloid Articles Mfg. — excluding film.		
29902x	Charcoal Mfg. — including distillation.		
28705x	Chemicals Mfg. — agricultural.		

(Continued on Reverse Side)

POLICY NUMBER	INSURED	EFFECTIVE
2-49 LA 310 07 53		
ONE OF THE FIREMAN'S FUND INSURANCE COMPANIES AS NAMED IN THE POLICY		PRODUCER
		COUNTERSIGNATURE OF AUTHORIZED AGENT

FFIC0050624

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This endorsement modifies such insurance as is afforded by the provisions of the policy relating to the following:  
**COMPREHENSIVE GENERAL LIABILITY INSURANCE — MANUFACTURERS' AND CONTRACTORS' LIABILITY INSURANCE**  
**CONTRACTUAL LIABILITY INSURANCE**

**EXCLUSION**

(Explosion Hazard, Collapse Hazard, Underground Property Damage Hazard) (GL 21 08)

It is agreed that the policy does not apply to property damage included within:

- (1) the explosion hazard in connection with operations identified in the policy or in the schedule of this endorsement by a classification code which includes the symbol "x",
- (2) the collapse hazard in connection with operations identified in the policy or in the schedule of this endorsement by a classification code which includes the symbol "c",
- (3) the underground property damage hazard in connection with operations identified in the policy or in the schedule of this endorsement by a classification code which includes the symbol "u".

**ADDITIONAL DEFINITIONS** When used in reference to this insurance:

"explosion hazard" includes property damage arising out of blasting or explosion. The explosion hazard does not include property damage (1) arising out of the explosion of air or steam vessels, piping under pressure, prime movers, machinery or power transmitting equipment, or (2) arising out of operations performed for the named insured by independent contractors, or (3) included within the completed operations hazard or the underground property damage hazard, or (4) for which liability is assumed by the insured under an incidental contract;

"collapse hazard" includes "structural property damage" as defined herein and property damage to any other property at any time resulting therefrom. "Structural property damage" means the collapse of or structural injury to any building or structure due to (1) grading of land, excavating, borrowing, filling, back-filling, tunnelling, pile driving, cofferdam work or caisson work or (2) moving, shoring, underpinning, raising or demolition of any building or structure or removal or rebuilding of any structural support thereof. The collapse hazard does not include property damage (1) arising out of operations performed for the named insured by independent contractors, or (2) included within the completed operations hazard or the underground property damage hazard, or (3) for which liability is assumed by the insured under an incidental contract;

"underground property damage hazard" includes underground property damage as defined herein and property damage to any other property at any time resulting therefrom. "Underground property damage" means property damage to wires, conduits, pipes, mains, sewers, tanks, tunnels, any similar property, and any apparatus in connection therewith, beneath the surface of the ground or water, caused by and occurring during the use of mechanical equipment for the purpose of grading land, paving, excavating, drilling, borrowing, filling, back-filling or pile driving. The underground property damage hazard does not include property damage (1) arising out of operations performed for the named insured by independent contractors, or (2) included within the completed operations hazard, or (3) for which liability is assumed by the insured under an incidental contract.

It is further agreed that:

- (1) Symbol "x" is deleted from classification code number(s):
- (2) Symbol "c" is deleted from classification code number(s):
- (3) Symbol "u" is deleted from classification code number(s):

**SCHEDULE**

20850x	Alcoholic Beverage Mfg.	28106x	Chemicals Mfg. — herbicides.
28106x	Alcohol Mfg. — not beverage.	28106x	Chemicals Mfg. — household.
19202sx	Ammunition Mfg.	28106x	Chemicals Mfg. — industrial.
19202sx	Ammunition Mfg. — including component parts for hand-guns, rifles and shotguns.	28106x	Chemicals Mfg. — pesticides.
50221sx	Anhydrous Ammonia Distributing.	28106x	Chemicals Mfg.
29111x	Asphalt or Tar Distilling or Refining.	14001x	Clay or Shale Digging — no canal, sewer or cellar excavation or underground mining.
17885sxc	Building or Structure Raising, Moving or Underpinning — including incidental shoring, removal or rebuilding of walls, foundations, columns or piers.	16235xcu	Cofferdam Work — including pile driving, excavation, masonry or concrete work up to completion of sub-structure only.
17805xcu	Caisson Work — foundations for buildings — including pile driving, excavation, masonry or concrete work up to completion of substructure only.	16285xcu	Conduit Construction for Cables or Wires.
16235xcu	Caisson Work — not foundations for buildings — including pile driving, excavation, masonry or concrete work up to completion of substructure only.	73912xcu	Contractors' Equipment — cranes, derricks, power shovels and equipment incidental thereto — rented to others with operators including installation, repair or removal.
28106x	Calcium Carbide Mfg.	17861cu	Contractors' Equipment — earth moving equipment other than cranes, derricks and power shovels — rented to others with operators including installation, repair or removal.
30792x	Cellophane and Cellophane Products Mfg.	73916xu	Contractors' Equipment — steam boilers, compressors, air pressure tanks, pneumatic tools and equipment incidental thereto — rented to others with operators including installation, repair or removal.
30792x	Celluloid and Celluloid Articles Mfg. — excluding film.		
29902x	Charcoal Mfg. — including distillation.		
28705x	Chemicals Mfg. — agricultural.		

(Continued on Reverse Side)

POLICY NUMBER	INSURED	EFFECTIVE
ONE OF THE <b>FIREMAN'S FUND INSURANCE COMPANIES</b> AS NAMED IN THE POLICY		PRODUCER
<i>Myron Du Bois</i> PRESIDENT		COUNTERSIGNATURE OF AUTHORIZED AGENT

105229—6-80

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## (Continued from Obverse Side)

73911u	Contractors' Equipment—excluding automobiles—rented to others with operators—including installation, repair or removal.	16365xcu	Oil or Gas Pipeline Construction—including pile driving or dredging.
20405x	Corn Products Mfg.	29112x	Oil Refining—petroleum.
20901x	Cottonseed Oil Mfg.—solvent extraction process.	28512x	Paint, Varnish, Shellac or Lacquer Mfg.
16232xcu	Dam or Reservoir Construction.	17605xcu	Pile Driving—building foundations only.
20406x	Dextrine Mfg.	16294cu	Pile Driving—including timber wharf building.
28613x	Distillation or Extraction—not food or alcoholic beverages.	16296cu	Pile Driving—sonic method.
28106x	Dry Ice Mfg.	16365xcu	Pipeline Construction—including pile driving or dredging.
49115xcu	Electric Light or Power Companies.	49222sx	Pipelines—gas—operation—including maintenance.
49116sxc	Electric Light or Power Cooperatives—Rural Electrification Administration Projects only.	46100sxz	Pipelines—oil—operation—including maintenance.
16245xcu	Electric Light or Power Line Construction.	30792x	Plastic Materials and Non-Vulcanizable Elastomers Mfg.
16242xc	Electric Light or Power Line Construction—Rural Electrification Administration Projects only.	17185u	Plumbing—domestic—including house connections, shop and retail stores or display rooms.
15111xcu	Excavation.	17185u	Plumbing—gas, steam, hot water or other pipe fitting.
19202sx	Explosives Mfg.—including cartridge charging or loading, cap, primer or detonator.	14001x	Quarries—including operation of crushers.
20403x	Feed, Mfg.—preparation of cereal or compound feeds for livestock.	16215x	Railroad Construction—including laying, relaying or removal of tracks or maintenance of way by contractors.
28106x	Fire Starters or Liquid Fuel Mfg.	28218x	Resin Mfg.—synthetic.
20402x	Flour Milling.	28216x	Rosin Mfg.
49221sxcu	Gas Companies—natural gas—local distribution—including outside salesmen, collectors and meter readers—including completed operations except with respect to the installation, servicing or repair of appliances.	28220x	Rubber Mfg.—vulcanizable elastomers.
49251sxcu	Gas Works—including outside salesmen, collectors, and meter readers—including completed operations except with respect to the installation, servicing or repair of appliances.	17805sxc	Salvage Operations—including incidental wrecking, shoring or other structural work, the handling of machinery in damaged buildings, and salesmen or clerical at site of wrecking.
59851sx	Gas Dealers—liquefied petroleum gas.	14001x	Sand or Gravel Digging—no canal, sewer, cellar excavation or underground mining.
59810x	Gas Dealers—retail.	17181u	Sepic Tank Systems—cleaning.
49252sxcu	Gas Distributing—liquefied petroleum gas—local distribution by gas mains or piping from central tanks to ultimate consumers.	17181u	Sepic Tank Systems installation, maintenance and repair.
16225xcu	Gas Mains or Connections Construction—including tunneling at street crossings.	16225xcu	Sewer Mains or Connections Construction—including tunneling at street crossings.
28103x	Gas Mfg.—industrial—in steel cylinders.	16235xcu	Shaft Sinking—including pile driving, excavation, concrete work or lining.
28103x	Gas Mfg.—industrial—in tank cars.	32811x	Slate Splitting or Slate Roofing Mfg.—including quarrying.
28102x	Gas Mfg.—oxygen, hydrogen or acetylene—in cylinders.	20402x	Starch Mfg.
28102x	Gas Mfg.—oxygen, hydrogen or acetylene—in drums.	49810xcu	Steam Heating or Power companies—not electric—including outside salesmen, collectors and meter readers.
28102x	Gas Mfg.—oxygen, hydrogen or acetylene—in tank cars.	16225xcu	Steam Mains or Connections Construction—including tunneling at street crossings.
50851x	Gasoline Dealers—wholesale.	32905x	Stone Crushing.
13831x	Geophysical Exploration—seismic method—all employees.	16115xcu	Street or Road Construction or Reconstruction—clearing of right-of-way, excavation, filling or grading, bridge or culvert building.
07313xcu	Grading of Land.	16125xcu	Street or Road Paving or Repaving, Surfacing or Resurfacing or Scraping.
42211x	Grain Elevator Operations—including local managers.	16205xcu	Subway Construction.
20402x	Grain Milling.	17802xcu	Swimming Pools—below ground—installation, servicing or repair.
32905x	Gypsum Mfg.	49110u	Telephone or Telegraph Companies—including outside salesmen, collectors, messengers and clerical.
16255xcu	Irrigation or Drainage System Construction—including pile driving or dredging.	16245xcu	Telephone, Telegraph or Alarm Line Construction.
07311xcu	Landscape Gardening.	16235xcu	Tunneling—including lining.
32703x	Lime Mfg.—including quarrying.	17885sxc	Underpinning Buildings or Structures—including incidental shoring, removal or rebuilding of walls, foundations, columns or piers.
33411x	Magnesium Metal Mfg.	16225xcu	Water Mains or Connections Construction—including tunneling at street crossings.
14001x	Mining—surface.	17185u	Water Softening Equipment—servicing or installation.
12802x	Mining.	49411xcu	Waterworks—including outside salesmen, collectors and meter readers.
13851dexz	Oil or Gas Wells—shooting.	17785x	Welding or Cutting.
29112x	Oil, Gasoline or Kerosene—refining.	17822sxc	Wrecking Buildings or Structures—not marine—including salesmen or clerical at site wrecking.
13121dexz	Oil Lease Operators or Gas Lease Operators—natural gas—within the limits of any town or city, on the right-of-way of any railroad, or in any ocean, gulf or bay.	17811xc	Wrecking—dismantling of prefabricated dwellings not exceeding three stories in height for re-erection.
13122dexz	Oil Lease Operators or Gas Lease Operators—natural gas.		
20901x	Oil Mfg.—vegetable—by solvent extraction process.		

FORMS APPLICABLE
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INSURED	POLICY NUMBER 2-49 LA 310 07 53
PRODUCER	EFFECTIVE DATE

ENDORSEMENTS

5982(1/80

5985CA(10/81)

105160(5/73)

105161(10/76)

180042(4/68)(2)

180017(4/74)

180001(1/65)(2)

105229(6/80)

101474(2/81)

ENDT. #1

ONE OF THE FIREMAN'S FUND INSURANCE COMPANIES AS NAMED IN THE POLICY	<i>Myron De Bain</i> PRESIDENT 10-X	COUNTERSIGNATURE OF AUTHORIZED AGENT
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180001-1-65

FFIC0050632

FFIC\_EPA\_0000108



This endorsement modifies such insurance as is afforded by the provisions of the policy relating to the following:

COMPREHENSIVE GENERAL LIABILITY INSURANCE	OWNERS' LANDLORDS' AND TENANTS' LIABILITY INSURANCE
COMPLETED OPERATIONS AND PRODUCTS LIABILITY INSURANCE	MANUFACTURERS' AND CONTRACTORS' LIABILITY INSURANCE
CONTRACTUAL LIABILITY INSURANCE	OWNERS' AND CONTRACTORS' PROTECTIVE LIABILITY INSURANCE

### SINGLE LIMIT ENDORSEMENT

Such insurance as is afforded by the policy applies subject to the following provisions:

1. The limit of the Company's liability for damages, including damages for care and loss of services, under all bodily injury liability and property damage liability coverages, shall be a single limit of liability as stated herein:

EACH OCCURRENCE	AGGREGATE
\$ 500,000.	\$ 500,000.

2. All provisions in the policy captioned "Limits of Liability" containing reference to the Company's liability on account of bodily injury liability or property damage liability are deleted.

3. The following provision is added to the policy:

#### Limits of Liability

Regardless of the number of (1) insureds under this policy, (2) persons or organizations who sustain bodily injury or property damage, (3) claims made or suits brought on account of bodily injury or property damage or (4) units of mobile equipment to which this policy applies, the Company's liability is limited as follows:

The total liability of the Company for all damages under all bodily injury liability and property damage liability coverages of this policy because of bodily injury or property damage sustained by one or more persons or organizations as a result of any one occurrence shall not exceed the limit of liability shown above for "each occurrence."

Subject to the above provision respecting "each occurrence," the total liability of the Company for all damages arising out of the products hazard and completed operations hazard shall not exceed the limits of liability stated above as "aggregate."

Subject to the above provision respecting "each occurrence," the total liability of the Company for all damages because of all property damage to which the policy applies

(i) arising out of premises or operations rated on a remuneration basis or contractors equipment rated on a receipts basis, including liability assumed under any incidental contract relating to such premises or operations; or

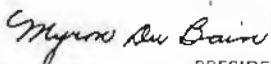
(ii) arising out of and occurring in the course of operations, other than maintenance or repairs at premises owned by or rented to the named insured or structural alterations at such premises which do not involve changing the size of or moving buildings or other structures, performed for the named insured by independent contractors and general supervision thereof by the named insured including liability assumed under any incidental contract relating to such operations; or

(iii) included within the contractual liability property damage coverage

shall not exceed the limit of liability stated above as "aggregate." Said aggregate limit of liability shall apply separately to (i), (ii) and (iii) and under each separately to each project away from premises owned by or rented to the named insured.

4. For the purpose of determining the limit of the Company's liability, all bodily injury and property damage arising out of continuous or repeated exposure to substantially the same general conditions shall be considered as arising out of one occurrence.

5. With respect to any occurrence for which notice of this policy is given in lieu of security or when this policy is certified as proof of financial responsibility for the future under the provisions of the motor vehicle financial responsibility law of any state, province or other territorial jurisdiction, the above stated limits of liability as respects each occurrence shall be applied to provide the separate limits of liability required by such law for bodily injury liability and property damage liability to the extent of the coverage required by such law, but the separate application of such limits shall not increase the total limit of the Company's liability.

POLICY NUMBER <b>2-49 LA 310 07 53</b>	INSURED	EFFECTIVE
ONE OF THE <b>FIREMAN'S FUND INSURANCE COMPANIES</b> AS NAMED IN THE POLICY  <div style="text-align: center;">           PRESIDENT       </div>	PRODUCER  COUNTERSIGNATURE OF AUTHORIZED AGENT	
	10 X	

105160-5-73

FFIC0050622

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# **GENERAL LIABILITY MULTI/COVER® ENDORSEMENT**

Such insurance as is afforded by the policy for Comprehensive General Liability Insurance or Storekeeper's Liability Insurance is amended to include the following additions and extensions of coverage:

## **I. PERSONAL INJURY LIABILITY**

1. The definition of "bodily injury" is amended to read:

"bodily injury" means (a) bodily injury, sickness or disease sustained by any person which occurs during the policy period, including death at any time resulting therefrom, and (b) personal injury committed in the conduct of the named insured's business.

2. When used in this policy, personal injury means:

Group A—false arrest, detention or imprisonment, or malicious prosecution;

Group B—the publication or utterance of a libel or slander or of other defamatory or disparaging material, or a publication or utterance in violation of an individual's right of privacy; except publications or utterances in the course of or related to advertising, broadcasting or telecasting activities conducted by or on behalf of the named insured;

Group C—wrongful entry or eviction, or other invasion of the right of private occupancy;

if such offense is committed during the policy period within the United States of America, its territories or possessions, or Canada.

3. Solely as respects the insurance applicable to personal injury, the exclusions of the policy are deleted and replaced by the following:

This insurance does not apply:

(a) to personal injury arising out of the willful violation of a penal statute or ordinance committed by or with the knowledge or consent of any insured;

(b) to personal injury arising out of any publication or utterance described in Group B, if the injurious publication or utterance of the same or similar material by or on behalf of the named insured was made prior to the effective date of this insurance;

(c) to personal injury arising out of a publication or utterance described in Group B concerning any organization or business enterprise, or its products or services, made by or at the direction of any insured with knowledge of the falsity thereof.

4. With respect to the insurance afforded for personal injury:

(a) Section II PERSONS INSURED is amended to read:

If Persons Insured: Each of the following is an insured to the extent set forth below:

(1) If the named insured is designated in the declarations as an individual, the person so designated and his spouse;

(2) If the named insured is designated in the declarations as a partnership or joint venture, the partnership or joint venture so designated and any partner or member thereof but only with respect to his liability as such;

(3) If the named insured is designated in the declarations as other than an individual, partnership or joint venture, the organization so designated and any executive officer, director or stockholder thereof while acting within the scope of his duties as such.

This insurance does not apply to personal injury arising out of the conduct of any partnership or joint venture of which the insured is a partner or member and which is not designated in this policy as a named insured.

(b) The word "damages" when used in reference to bodily injury shall include damages which are payable because of an offense described in Group A, B or C to which insurance as respects personal injury applies.

5. Limits of Liability: Regardless of the number of (1) insureds hereunder, (2) persons or organizations who sustain personal injury, or (3) claims made or suits brought on account of personal injury, the total limit of the Company's liability under this coverage for all damages shall not exceed the limit of liability stated in this endorsement as "aggregate."

SCHEDULE			
PERSONAL INJURY LIABILITY			
AGGREGATE LIMIT SHALL BE THE PER OCCURRENCE BODILY INJURY LIABILITY LIMIT UNLESS OTHERWISE INDICATED HEREIN.			
LIMIT OF LIABILITY \$		AGGREGATE	
CLASSIFICATION CODE	PREMIUM BASIS	PREMIUMS	
		BODILY INJURY	PROPERTY DAMAGE
	% OF THE GENERAL LIABILITY BODILY INJURY AND PROPERTY DAMAGE PREMIUM AS OTHERWISE DETERMINED.	\$	\$
	% OF THE GARAGE INSURANCE — HAZARD 1 BODILY INJURY AND PROPERTY DAMAGE PREMIUM AS OTHERWISE DETERMINED.	\$	\$
	% OF THE GARAGE INSURANCE — HAZARD 2 BODILY INJURY AND PROPERTY DAMAGE PREMIUM AS OTHERWISE DETERMINED.	\$	\$
MINIMUM PREMIUM \$25.00		TOTAL PREMIUM	
		\$ INCL. IN COMPOSITE RATE	

POLICY NUMBER	INSURED	ENDT. EFFECTIVE	
		PRODUCER	
2-49 LA 310 07 53	FIREMAN'S FUND INSURANCE COMPANY THE AMERICAN INSURANCE COMPANY NATIONAL SURETY CORPORATION ASSOCIATED INDEMNITY CORPORATION AMERICAN AUTOMOBILE INSURANCE COMPANY  <i>Myron Du Bain</i> PRESIDENT	COUNTERSIGNATURE OF AUTHORIZED AGENT	

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(Continued from Page One)

## II. ADDITIONAL INSURED — EMPLOYEES

The "PERSONS INSURED" provision is amended to include any employee of the named insured while acting within the scope of his duties as such but the insurance afforded to such employee does not apply:

1. to bodily injury to (a) another employee of the named insured arising out of or in the course of his employment or (b) the named insured or, if the named insured is a partnership or joint venture, any partner or member thereof;
2. to property damage to property owned, occupied or used by, rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by (a) another employee of the named insured or (b) the named insured or, if the named insured is a partnership or joint venture, any partner or member thereof;
3. to injury to which Incidental Malpractice Coverage, Section X of this endorsement, applies.

## III. CONTRACTUAL LIABILITY

It is agreed that:

1. The policy exclusions relating to the ownership, maintenance, operation or use and loading and unloading of automobiles, aircraft or watercraft, snowmobiles or trailers designed for use therewith, and relating to the transportation of mobile equipment by an automobile owned or operated by or rented or loaned to any insured do not apply to incidental contracts as defined herein.

2. The definition of incidental contract is amended to read:

incidental contract means (a) any written (1) lease of premises, (2) easement agreement, except in connection with construction or demolition operations on or adjacent to a railroad, (3) undertaking to indemnify a municipality required by municipal ordinance except in connection with work for the municipality, (4) sidetrack agreement, or (5) elevator maintenance agreement, and (b) any other written contract or agreement relating to the conduct of the named insured's business.

3. Solely as respects subdivision (b) of incidental contract, this insurance does not apply:

- (a) to bodily injury or property damage for which the insured has assumed liability under any incidental contract, if such injury or damage occurred prior to the execution of the incidental contract;
- (b) if the insured is an architect, engineer or surveyor, to bodily injury or property damage arising out of the rendering or failure to render professional services by such insured, including (1) the preparation or approval of maps, drawings, opinions, reports, surveys, change orders, designs or specifications, and (2) supervisory, inspection or engineering services;
- (c) if the indemnitee of the insured is an architect, engineer or surveyor, to the liability of the indemnitee, his agents or employees arising out of (1) the preparation or approval or the failure to prepare or approve maps, drawings, opinions, reports, surveys, change orders, designs or specifications, or (2) the giving of or the failure to give directions or instructions by the indemnitee, his agents or employees, provided such giving or failure to give is the primary cause of the bodily injury or property damage;
- (d) to any obligation for which the insured may be held liable in an action on a contract by a third party beneficiary for bodily injury or property damage arising out of a project for a public authority; but this exclusion does not apply to an action by the public authority or any other person or organization engaged in the project;
- (e) to any contract with a labor union;
- (f) to bodily injury or property damage arising out of operations within fifty feet of any railroad property affecting any railroad bridge or trestle, track, road bed, tunnel, underpass or crossing;
- (g) if the named insured is a truckman, to any contract with any other truckman; or
- (h) to any contract wherein the indemnitee is engaged in the business or occupation of providing the following services: (1) medical, surgical, dental, x-ray or nursing service or treatment or the furnishing of food or beverages in connection therewith, or (2) the furnishing or dispensing of drugs or medical, dental or surgical supplies or appliances.

4. The following additional condition applies:

**Arbitration:** The Company shall be entitled to exercise all of the insured's rights in the choice of arbitrators and in the conduct of any arbitration proceeding.

5. The following additional definition applies:

suit includes an arbitration proceeding to which the insured is required to submit or to which the insured has submitted with the Company's consent.

## IV. BROAD FORM PROPERTY DAMAGE (Including Completed Operations)

It is agreed that the insurance for property damage liability applies, subject to the following additional provisions:

A. The exclusions relating to property damage to (1) property owned, occupied or used by or rented to the insured or in the care, custody or control of the insured or as to which the insured is for any purpose exercising physical control and (2) work performed by or on behalf of the named insured arising out of the work or any portion thereof, or out of materials, parts or equipment furnished in connection therewith, are replaced by the following exclusions (y) and (z):

(y) to property damage

- (1) to property owned or occupied by or rented to the insured, or except with respect to the use of elevators, to property held by the insured for sale or entrusted to the insured for storage or safekeeping,
- (2) except with respect to liability under a written sidetrack agreement or the use of elevators to
  - (a) property while on premises owned by or rented to the insured for the purpose of having operations performed on such property by or on behalf of the insured,
  - (b) tools or equipment while being used by the insured in performing his operations,
  - (c) property in the custody of the insured which is to be installed, erected or used in construction by the insured,
  - (d) that particular part of any property, not on premises owned by or rented to the insured,
  - (i) upon which operations are being performed by or on behalf of the insured at the time of the property damage arising out of such operations, or
  - (ii) out of which any property damage arises, or
  - (iii) the restoration, repair or replacement of which has been made or is necessary by reason of faulty workmanship thereon by or on behalf of the insured;

(z) with respect to the completed operations hazard, to property damage to work performed by the named insured arising out of the work or any portion thereof, or out of materials, parts or equipment furnished in connection therewith.

B. The insurance afforded hereby shall be excess insurance over any valid and collectible property insurance (including any deductible portion thereof) available to the insured, such as but not limited to Fire and Extended Coverage, Builder's Risk Coverage or Installation Risk Coverage, and the "Other Insurance" Condition is amended accordingly.

## V. FIRE AND/OR EXPLOSION LEGAL LIABILITY COVERAGE — REAL PROPERTY

The Property Damage Liability Coverage applies to property damage to structures or portions thereof rented to or occupied by the named insured, including fixtures permanently attached thereto, if such property damage arises out of fire and/or explosion, subject to the following additional provisions:

(Continued on Page Three)

PAGE TWO

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(Continued from Page Two)

1. With respect to the insurance provided by these provisions, all of the exclusions of the policy, other than the Nuclear Energy Liability Exclusion (Broad Form), are deleted and replaced by the following:

(a) This insurance does not apply to liability assumed by the insured under any contract or agreement.  
(b) As respects coverage afforded by the explosion hazard, the insurance does not apply to loss by explosion of steam boilers, steam pipes, steam turbines or steam engines.

2. The following are not "explosions" within the intent or meaning of the explosion coverage:

(a) electric arcing,  
(b) rupture or bursting of rotating or moving parts of machinery caused by centrifugal force or mechanical breakdown,  
(c) water hammer,  
(d) rupture or bursting of water pipes,  
(e) rupture or bursting due to expansion or swelling of the contents of any buildings or structures, caused by or resulting from water, or  
(f) rupture, bursting or operation of pressure relief devices.

3. The limit of property damage liability in the declarations of the policy as applicable to "each occurrence" is, as respects this Fire and/or Explosion Legal Liability Coverage — Real Property, amended to read \$25,000 each occurrence.

4. The insurance afforded hereby shall be excess insurance over any valid and collectible property insurance (including any deductible portion thereof) available to the insured, such as, but not limited to, Fire, Extended Coverage, Builder's Risk Coverage or Installation Risk Coverage, and the Other Insurance Condition of the policy is amended accordingly.

#### VI. WATERCRAFT NON-OWNERSHIP (UNDER 33 FEET IN LENGTH)

It is agreed that the policy exclusion relating to the ownership, maintenance, operation, use, loading or unloading of watercraft shall not apply to any watercraft under 33 feet in length provided such watercraft is not owned by the named insured and is not being used to carry persons for a charge.

The insurance afforded hereby shall be excess insurance over any other valid and collectible insurance available to the insured.

#### VII. INSURED'S DUTIES IN THE EVENT OF OCCURRENCE, CLAIM OR SUIT

It is agreed that paragraphs (a) and (b) of Condition 4 are deleted and replaced by the following:

(a) In the event of an occurrence, written notice containing particulars sufficient to identify the insured, and also reasonably obtainable information with respect to the time, place and circumstances thereof, and the names and addresses of the injured and of available witnesses, shall be given by or for the insured to the Company or any of its authorized agents as soon as practicable after knowledge of such occurrence is had by the named insured, if an individual; by a partner, if a partnership; or by an executive officer or insurance manager, if a corporation.

(b) If a claim is made or suit is brought against the insured, every demand, notice, summons or other process received by the insured or his representative shall be immediately forwarded to the Company; however, this condition will not be considered breached unless failure to forward such demand, notice, summons or other process to the Company occurs after knowledge of such is had by the named insured, if an individual; by a partner, if a partnership; or by an executive officer or insurance manager, if a corporation.

#### VIII. WORLDWIDE PRODUCTS LIABILITY (Claims or Suits Brought Within the USA or Canada)

It is agreed that the definition of policy territory is amended to read as follows:

"policy territory" means:

(1) the United States of America, its territories or possessions, or Canada, or  
(2) international waters or air space, provided the bodily injury, personal injury or property damage does not occur in the course of travel or transportation to or from any other country, state or nation, or  
(3) anywhere in the world with respect to damages because of bodily injury or property damage arising out of the named insured's products, but only as respects claims or suits brought within the United States of America, its territories or possessions, or Canada.

#### IX. AUTOMATIC COVERAGE — NEWLY ACQUIRED ENTITIES (30 DAYS)

The word insured shall include any entity which is acquired or formed after the effective date of this endorsement by any named insured and over which such named insured maintains ownership or financial control, provided this insurance does not apply to bodily injury or property damage with respect to which such a new insured under this policy is also an insured under any other liability or indemnity policy or would be an insured under any such policy but for exhaustion of its limits of liability. The insurance afforded hereby shall terminate 30 days from the date any such entity is acquired or formed by such named insured unless this policy is endorsed to include such new insured as a named insured effective as of the date of such acquisition or formation.

#### X. INCIDENTAL MALPRACTICE COVERAGE

It is agreed that such insurance as is afforded by the policy to the insured as respects injury arising out of the rendering or failure to render professional services by any physician, dentist or nurse employed by the named insured applies subject to the following:

(a) with respect to injury to any employee of the insured arising out of and in the course of his employment by the insured, coverage applies only to injury to the emotions or reputation of such employee;  
(b) with respect to injury to any person other than an employee described in (a) above, coverage applies to any injury sustained by such person.

#### XI. HOST LIQUOR LIABILITY

The exclusion contained in the policy with respect to the manufacturing, distributing, selling or serving alcoholic beverages does not apply to bodily injury or property damage arising out of serving or giving of alcoholic beverages by or on behalf of the named insured provided the named insured is not a person or organization engaged in the business of manufacturing, distributing, selling or serving alcoholic beverages, or is not an owner or lessor of premises used for such purposes.

#### XII. ADDITIONAL CONDITIONS

1. If Coverage Part — Garage Insurance or Coverage Part — Hairstylists' Liability Insurance is attached to this policy, the Limitation of Coverage Under Any Other Liability Insurance Part contained in these Coverage Parts does not apply with respect to coverages afforded by this endorsement.



**AUTOMOBILE — GENERAL LIABILITY INSURANCE**

**THREE-YEAR ENDORSEMENT**

It is agreed that such insurance as is afforded by the policy applies subject to the following provisions:

1. The policy period stated in the declarations is comprised of three consecutive annual periods.
2. Computation and adjustment of earned premium shall be made at the end of each annual period.
3. If the premium for the three year period is not paid in advance, the premiums for each annual period of this policy shall be computed in accordance with the Company's rules, rates, rating plans, premiums and minimum premiums in effect on the inception date of each annual period.

POLICY NUMBER	INSURED	EFFECTIVE
ONE OF THE <b>FIREMAN'S FUND INSURANCE COMPANIES</b> AS NAMED IN THE POLICY		PRODUCER
<i>Myron Ben Bain</i> PRESIDENT		COUNTERSIGNATURE OF AUTHORIZED AGENT

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# BUSINESS AUTO POLICY



## DECLARATIONS

ITEM ONE.	NAMED INSURED AND ADDRESS (NUMBER, STREET, TOWN, COUNTY, STATE, ZIP)
POLICY NUMBER	2-49 LA 310 07 53
ANGELES CHEMICAL CO., INC., ETAL	
POLICY PERIOD POLICY COVERS FROM	TO 12 01 A.M., STANDARD TIME AT THE NAMED INSURED'S ADDRESS STATED ABOVE.

INSURANCE IS PROVIDED ONLY FOR THOSE COVERAGES FOR WHICH AN ENTRY IS SHOWN BY "X" IN THE APPLICABLE BOX AND FOR WHICH LIMITS OF LIABILITY ARE STATED IN THE PLACE PROVIDED IN THESE DECLARATIONS.

ITEM TWO. SCHEDULE OF COVERAGES AND COVERED AUTOS (SEE SUPPLEMENTARY STATE ENDORSEMENTS WHERE APPLICABLE)			
		LIMITS	
		EACH PERSON	EACH ACCIDENT
<input checked="" type="checkbox"/> LIABILITY INSURANCE			
<input checked="" type="checkbox"/> COMBINED BODILY INJURY AND PROPERTY DAMAGE LIABILITY		XXXXXXXXXX	\$ 500,000
<input type="checkbox"/> BODILY INJURY LIABILITY		\$ ,000	\$ ,000
<input type="checkbox"/> PROPERTY DAMAGE LIABILITY		XXXXXXXXXX	\$ ,000
<input checked="" type="checkbox"/> AUTO MEDICAL PAYMENTS INSURANCE		\$ 5,000.	XXXXXXXXXX
<input checked="" type="checkbox"/> UNINSURED MOTORISTS INSURANCE			\$ 300,000.
DESIGNATED STATES: CALIFORNIA		\$	\$
		\$	\$
		\$	\$
COVERAGES	SYMBOLS (SEE PART I, PARAGRAPH K)	COVERED AUTO DESCRIPTION	
<input checked="" type="checkbox"/> LIABILITY INSURANCE	1	ANY AUTO	
<input type="checkbox"/> PERSONAL INJURY PROTECTION			
<input checked="" type="checkbox"/> AUTO MEDICAL PAYMENTS	3	OWNED PRIVATE PASSENGER AUTOS ONLY	
<input checked="" type="checkbox"/> UNINSURED MOTORISTS INSURANCE	3	OWNED PRIVATE PASSENGER AUTOS ONLY	
PHYSICAL DAMAGE INSURANCE AT ACTUAL CASH VALUE OR COST OF REPAIR, WHICHEVER IS LESS, MINUS DEDUCTIBLE SHOWN BELOW UNLESS OTHERWISE SHOWN IN ITEM FOUR, SCHEDULE OF COVERED AUTOS YOU OWN:			
COVERAGES	DEDUCTIBLES	SYMBOLS (SEE PART I, PARAGRAPH K)	COVERED AUTO DESCRIPTION
<input checked="" type="checkbox"/> COMPREHENSIVE	\$ 100. *	2	OWNED AUTOS ONLY
<input type="checkbox"/> SPECIFIED PERILS	\$ 25. **		
<input checked="" type="checkbox"/> COLLISION	\$ 250.	2	OWNED AUTOS ONLY
<input type="checkbox"/> TOWING AND LABOR (\$25. FOR EACH DISABLEMENT OF A PRIVATE PASSENGER AUTO)			
*APPLIES TO ALL LOSS EXCEPT FIRE AND LIGHTNING.			
**APPLIES ONLY TO LOSS CAUSED BY MISCHIEF AND VANDALISM.			

ITEM THREE. DESCRIPTION OF COVERED AUTOS (SEE PART I, PARAGRAPH K)			
IF THE POLICY IS ISSUED ON AN INSTALLMENT BASIS THE PREMIUM, INCLUDING INSTALLMENT CHARGES, IS TO BE PAID AS FOLLOWS:			ESTIMATED ANNUAL
DUE DATE	AMOUNT \$	\$	PREM. INCLUDED IN COMPOSITE RATE ENDT.
DATE OF ISSUE		COUNTERSIGNATURE OF AUTHORIZED AGENT	

THESE DECLARATIONS PAGES ARE ISSUED IN CONJUNCTION WITH AND ARE PART OF POLICY FORM 140404-1-80  
5982-1-80

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NAMED INSURED	POLICY NUMBER
ANGELES CHEMICAL CO., INC., ETAL	2-49 LA 310 07 53

ITEM FOUR. SCHEDULE OF AUTOS YOU OWN.

LIMITS OF LIABILITY IN THE DECLARATIONS APPLY TO COVERAGES INDICATED BY "X" UNLESS STATED AMOUNT IS SHOWN BELOW														
AUTO NO.	MODEL YEAR	TRADE NAME, MODEL, BODY TYPE, SIZE TYPE, ID NUMBER, GARAGE LOCATION	BODILY INJURY PROPERTY DAMAGE	MEDICAL PAYMENTS	PERSONAL AUTO PROTECTION	MISCELLANEOUS NO-FAULT COVERAGE	UNINSURED MOTORISTS	UNDERINSURED MOTORISTS	COMPREHENSIVE		SPECIFIED PERILS		COLLISION ACV LESS DEDUCTIBLE	TOWING
									ACV OR \$	LESS DEDUCTIBLE \$	ACV OR \$	LESS DEDUCTIBLE \$		
		PER SCHEDULE ON FILE WITH THE COMPANY												
<p>LOSS PAYEE</p> <p>EXCEPT FOR TOWING ALL PHYSICAL DAMAGE LOSS IS PAYABLE TO YOU AND THE LOSS PAYEE NAMED BELOW AS INTERESTS MAY APPEAR AT THE TIME OF LOSS.</p> <p>VEHICLES PER SCHEDULE ON FILE WITH THE COMPANY</p> <p>U.C.B, 8737 E. WASHINGTON BLVD., PICO RIVERA, CA 90660</p> <p>BANK OF AMERICA, 1840 LONG BEACH BLVD., LONG BEACH, CA</p>														

NAMED INSURED <b>ANGELES CHEMICAL CO., INC., ETAL</b>	POLICY NUMBER <b>2-49 LA 310 07 53</b>
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ENDORSEMENTS—ONLY THOSE ENDORSEMENTS APPLY FOR WHICH AN "X" IS ENTERED IN THE APPLICABLE BOX.

<input type="checkbox"/>	1. DEDUCTIBLE PROPERTY DAMAGE LIABILITY INSURANCE (CA 03 01 01 78) (CA 03 02 01 78) \$ DEDUCTIBLE
<input type="checkbox"/>	2. LEASING OR RENTAL CONCERNS—CONVERSION, EMBEZZLEMENT OR SECRETION COVERAGE (CA 20 10 01 78) DESIGNATION OF COVERED AUTOS TO WHICH THE INSURANCE AFFORDED BY THIS ENDORSEMENT APPLIES: <input type="checkbox"/> ALL COVERED AUTOS <input type="checkbox"/> COVERED AUTOS DESCRIBED OR DESIGNATED BELOW:
<input type="checkbox"/>	3. PARTNERSHIP AS NAMED INSURED—NON-OWNERSHIP LIABILITY COVERAGE (CA 99 22 01 78)
<input type="checkbox"/>	4. WRONG DELIVERY OF LIQUID PRODUCTS (CA 23 05 07 78)
<input type="checkbox"/>	5. CITIZENS' BAND RADIO COVERAGE (CA 99 08 01 78) DESCRIPTION OF COVERED AUTOS
<input type="checkbox"/>	6. DRIVE OTHER CAR COVERAGE—BROADENED COVERAGE FOR NAMED INDIVIDUALS (CA 99 10 01 78) THE INSURANCE AFFORDED BECAUSE OF THE NAMING BELOW OF ANY INDIVIDUAL IS ONLY WITH RESPECT TO SUCH OF THE FOLLOWING COVERAGES FOR WHICH AN "X" HAS BEEN PLACED IN THE APPROPRIATE BOX: COVERAGES <input type="checkbox"/> LIABILITY <input type="checkbox"/> AUTO MEDICAL PAYMENTS <input type="checkbox"/> UNINSURED MOTORIST <input type="checkbox"/> COMPREHENSIVE <input type="checkbox"/> \$50 DEP. COLLISION NAME OF INDIVIDUAL
<input type="checkbox"/>	7. HIRED AUTOS SPECIFIED AS COVERED AUTOS YOU OWN (CA 99 16 01 78) DESCRIPTION OF AUTO:
<input type="checkbox"/>	8. INDIVIDUAL NAMED INSURED (CA 99 17 01 78)
<input checked="" type="checkbox"/>	9. LOSS PAYABLE CLAUSE (CA 99 19 01 78)
<input type="checkbox"/>	10. TAPES AND RECORDS COVERAGE (CA 99 30 01 78)
<input type="checkbox"/>	11. INDIVIDUAL NAMED INSURED—ECONOMY PLUS AUTO COVERAGE
<input type="checkbox"/>	12. INDIVIDUAL NAMED INSURED—SUPERIOR AUTO COVERAGE
<input checked="" type="checkbox"/>	13. MEXICO ENDORSEMENT
<input type="checkbox"/>	14. LEASING OR RENTAL CONCERNS—CONTINGENT COVERAGE
<input type="checkbox"/>	15. DRIVER EXCLUSION NAME OF INDIVIDUAL
ACCEPTED BY	

PAGE THREE

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NAMED INSURED <b>ANGELES CHEMICAL CO., INC., ETAL</b>	POLICY NUMBER <b>2-49 LA 310 07 53</b>
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ENDORSEMENTS—ONLY THOSE ENDORSEMENTS APPLY FOR WHICH AN "X" IS ENTERED IN THE APPLICABLE BOX.

☐ 16. SUSPENSION OF INSURANCE (CA 02 40 01 78) (NOT APPLICABLE IN MICHIGAN)

COVERAGES AND AUTOS SUSPENDED

DATE SUSPENDED:

COVERAGE	ALL COVERED AUTOS	ALL COVERED AUTOS YOU OWN	COVERED AUTOS LISTED BELOW
LIABILITY:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
AUTO MEDICAL PAYMENTS:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
UNINSURED MOTORISTS:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
COLLISION:	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>
COVERED AUTOS AUTO NO'S:			

☐ 17. REINSTATEMENT OF INSURANCE (CA 02 38 01 78)

COVERAGES SUSPENDED BY SEQUENTIAL ENDORSEMENT NO.

ARE REINSTATED EFFECTIVE

OTHER ENDORSEMENTS ATTACHED AT INCEPTION:

COMMERCIAL LINES  
THIS FORM AMENDS THIS POLICY



Business Auto Policy  
Garage Policy  
Truckers Policy  
Supplementary State Endorsements  
California

### DECLARATIONS

NAMED INSURED: ANGELES CHEMICAL CO., INC., ETAL

POLICY NUMBER 2-49 LA 310 07 53

ONLY THOSE ENDORSEMENTS APPLY FOR WHICH AN "X" IS ENTERED IN THE APPLICABLE BOX.

BUSINESS AUTO POLICY	GARAGE POLICY	TRUCKERS POLICY
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AMENDMENT OF PART IV—LIABILITY INSURANCE—CALIFORNIA  
(BUSINESS AUTO POLICY AND TRUCKERS POLICY)

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☐

CHANGES IN UNINSURED MOTORISTS INSURANCE (CA 21 02 08 80)

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☐

☐

CHANGES IN POLICY—CANCELLATION (PA 02 04 01 78)

☐

AMENDMENT OF PART IV—LIABILITY INSURANCE—CALIFORNIA  
(GARAGE POLICY)

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☐

☐

CALIFORNIA PUBLIC SCHOOLS AND COMMUNITY COLLEGE ENDORSEMENT

☐

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☐

EXCLUSION OF NAMED DRIVER—CALIFORNIA  
NAMED INDIVIDUAL(S):

ACCEPTED BY: \_\_\_\_\_

☐

☐

☐

LEASING OR RENTAL CONCERNS—CONTINGENT COVERAGE—CALIFORNIA  
(CA 20 26 06 81)

LIMIT OF LIABILITY \$

☐

☐

☐

INDIVIDUAL NAMED INSURED—SUPERIOR AUTO COVERAGE

☐

☐

☐

INDIVIDUAL NAMED INSURED—REGULAR AUTO COVERAGE

COMMERCIAL LINES



Business Auto Policy

**COVERAGE IS PROVIDED IN THE COMPANY DESIGNATED ON THE DECLARATIONS PAGE**  
(A Stock Insurance Company)

This is a self contained Policy forming a part of the Declarations attached hereto. The premium is included in the Declarations of this Policy.

In return for the payment of the premium and subject to all the terms of this policy and the coverages and endorsements which are a part of this policy by designation in the Declarations, we agree with you as follows:

**PART I—WORDS AND PHRASES WITH SPECIAL MEANING—READ THEM CAREFULLY**

The following words and phrases have special meaning throughout this policy and appear, other than in the Declarations, in **boldface type** when used.

A. "**You**" and "**your**" mean the person or organization shown as the named insured in **ITEM ONE** of the Declarations.

B. "**We**", "**us**" and "**our**" mean the company providing the insurance.

C. "**Accident**" includes continuous or repeated exposure to the same conditions resulting in **bodily injury** or **property damage** the **insured** neither expected nor intended.

D. "**Auto**" means a land motor vehicle, trailer or semi-trailer designed for travel on public roads but does not include **mobile equipment**.

E. "**Bodily injury**" means bodily injury, sickness or disease including death resulting from any of these.

F. "**Insured**" means any person or organization qualifying as an insured in the **WHO IS INSURED** section of the applicable insurance. Except with respect to **our** limit of liability, the insurance afforded applies separately to each **insured** who is seeking coverage or against whom a claim is made or suit is brought.

G. "**Loss**" means direct and accidental damage or loss.

H. "**Mobile equipment**" means any of the following type of land vehicles:

1. Specialized equipment such as: Bulldozers; Power shovels; Rollers, graders or scrapers; Farm machinery; Cranes; Street sweepers or other cleaners; Diggers; Forklifts; Pumps; Generators; Air Compressors; Drills; Other similar equipment.

2. Vehicles designed for use principally off public roads.

3. Vehicles maintained solely to provide mobility for such specialized equipment when permanently attached.

4. Vehicles not required to be licensed.

5. Autos maintained for use solely on **your** premises or that part of roads or other accesses that adjoin **your** premises.

I. "**Property damage**" means damage to or loss of use of tangible property.

J. "**Trailer**" includes semitrailer.

K. "**Description of Covered Auto Designation Symbols**" when shown in Item Two of the Declarations means:

**SYMBOL**

**DESCRIPTION**

1 = **ANY AUTO.**

2 = **OWNED AUTOS ONLY.\*** Only those autos you own (and for liability coverage any trailers you don't own while attached to power units you own). This includes those autos whose ownership you acquire after the policy begins.

3 = **OWNED PRIVATE PASSENGER AUTOS ONLY.\*** Only the private passenger autos you own. This includes those private passenger autos whose ownership you acquire after the policy begins.

4 = **OWNED AUTOS OTHER THAN PRIVATE PASSENGER AUTOS.\*** Only those autos you own which are not of the private passenger type (and for liability coverage any trailers you don't own while attached to power units you own). This includes those autos, not of the private passenger type, whose ownership you acquire after the policy begins.

(Continued on Reverse Side)

ONE OF THE **FIREMAN'S FUND INSURANCE COMPANIES** AS NAMED IN THE POLICY

11X

*Myron Du Bouché*  
PRESIDENT



(Continued from Obverse Side)

SYMBOL	DESCRIPTION	SYMBOL	DESCRIPTION
5 =	<b>OWNED AUTOS SUBJECT TO NO-FAULT.*</b> Only those autos you own which are required to have No-Fault benefits in the state where they are licensed or principally garaged. This includes those autos whose ownership you acquire after the policy begins provided they are required to have No-Fault benefits in the state where they are licensed or principally garaged.		while attached to any power unit described in ITEM FOUR).
6 =	<b>OWNED AUTOS SUBJECT TO A COMPULSORY UNINSURED MOTORISTS LAW.*</b> Only those autos you own which, because of the law in the state where they are licensed or principally garaged, are required to have and cannot reject uninsured motorists insurance. This includes those autos whose ownership you acquire after the policy begins provided they are subject to the same state uninsured motorists requirement.	8 =	<b>HIRED AUTOS ONLY.</b> Only those autos you lease, hire, rent or borrow. This does not include any auto you lease, hire, rent, or borrow from any of your employees or members of their households.
7 =	<b>SPECIFICALLY DESCRIBED AUTOS.</b> Only those autos described in ITEM FOUR (and for liability coverage any trailers you don't own	9 =	<b>NONOWNED AUTOS ONLY.</b> Only those autos you do not own, lease, hire or borrow which are used in connection with your business. This includes autos owned by your employees or members of their households but only while used in your business or your personal affairs.
		10 =	Any other AUTOS. Only those specifically described in the covered auto description in ITEM TWO of the Declarations.

\*Owned Autos include an auto leased to you under a leasing agreement of one year or more, including any substitute or replacement, for which the leasing agreement requires you to provide primary insurance for the lessor.

#### PART II—WHICH AUTOS ARE COVERED AUTOS

A. ITEM TWO in the Declarations shows the symbols of the autos that are covered autos for each of your coverages. The numerical symbols explained in PART I.K. describe which autos are covered autos. The symbols entered next to a coverage designate the only autos that are covered autos.

#### B. OWNED AUTOS YOU ACQUIRE AFTER THE POLICY BEGINS.

1. If symbols "1", "2", "3", "4", "5" or "6" are entered next to a coverage in ITEM TWO, then you already have coverage for autos of the type described until the policy ends.

2. But, if symbol "7" is entered next to a coverage in ITEM TWO, an auto you acquire will be a covered auto for that coverage only if:

a. We already insure all autos that you own for that coverage or it replaces an auto you previously owned that had that coverage; and

b. You tell us within 30 days after you acquire it that you want us to insure it for that coverage.

#### C. CERTAIN TRAILERS AND MOBILE EQUIPMENT.

If the policy provides liability insurance, the following types of vehicles are covered autos for liability insurance:

1. Trailers with a load capacity of 2,000 pounds or less designed primarily for travel on public roads.

2. Mobile equipment while being carried or towed by a covered auto.

#### PART III—WHERE AND WHEN THIS POLICY COVERS

We cover accidents or losses which occur during the policy period:

A. In the United States of America, its territories or possessions, Puerto Rico or Canada; or

B. While the covered auto is being transported between any of these places.

#### PART IV—LIABILITY INSURANCE

##### A. WE WILL PAY.

1. We will pay all sums the insured legally must pay as damages because of bodily injury or property damage to which this insurance applies, caused by an accident and resulting from the ownership, maintenance or use of a covered auto.

2. We have the right and duty to defend any suit asking for these damages. However, we have no duty to defend suits

for bodily injury or property damage not covered by this policy. We may investigate and settle any claim or suit as we consider appropriate. Our payment of the LIABILITY INSURANCE limit ends our duty to defend or settle.

##### B. WE WILL ALSO PAY.

In addition to our limit of liability, we will pay for the insured:

1. Up to \$250 for cost of bail bonds (including bonds for related traffic law violations) required because of an accident we cover. We do not have to furnish these bonds.
2. Premiums on appeal bonds in any suit we defend.
3. Premiums on bonds to release attachments in a suit we defend but only for bonds up to our limit of liability.
4. All costs taxed to the insured in a suit we defend.
5. All interest accruing after the entry of the judgment in a suit we defend. Our duty to pay interest ends when we pay or tender our limit of liability.
6. Up to \$50 a day for loss of earnings (but not other income) because of attendance at hearings or trials at our request.
7. Other reasonable expenses incurred at our request.

#### C. WE WILL NOT COVER—EXCLUSIONS.

This insurance does not apply to:

1. Liability assumed under any contract or agreement.
2. Any obligation for which the insured or his or her insurer may be held liable under any workers' compensation or disability benefits law or under any similar law.
3. Any obligation of the insured to indemnify another for damages resulting from bodily injury to the insured's employee.
4. Bodily injury to any fellow employee of the insured arising out of and in the course of his or her employment.
5. Bodily injury to any employee of the insured arising out of and in the course of his or her employment by the insured. However, this exclusion does not apply to bodily injury to domestic employees not entitled to workers' compensation benefits.
6. Property damage to property owned or transported by the insured or in the insured's care, custody or control.
7. Bodily injury or property damage resulting from the handling of property:
  - a. Before it is moved from the place where it is accepted by the insured for movement into or onto the covered auto, or
  - b. After it is moved from the covered auto to the place where it is finally delivered by the insured.
8. Bodily injury or property damage resulting from the movement of property by a mechanical device (other than a hand truck) not attached to the covered auto.
9. Bodily injury or property damage caused by the dumping, discharge or escape of irritants, pollutants or contaminants. This exclusion does not apply if the discharge is sudden and accidental.

#### D. WHO IS INSURED.

1. You are an insured for any covered auto.
2. While any covered auto is rented or leased to you and is being used by or for you, its owner or anyone else from whom you rent or lease it is an insured but only for that covered auto. However, that covered auto's owner or anyone else from whom it is rented or leased is not an insured for liability resulting from defects or faulty workmanship.

3. Anyone else is an insured while using with your permission a covered auto you own, hire or borrow except:

- a. The owner of a covered auto you hire or borrow from one of your employees or a member of his or her household.
- b. Someone using a covered auto while he or she is working in a business of selling, servicing, repairing or parking autos unless that business is yours.
- c. Anyone other than your employees, a lessee or borrower or any of their employees, while moving property to or from a covered auto.

4. Anyone is an insured for his or her liability because of acts or omissions of an insured described above. However, the owner of or anyone else from whom you hire or borrow a covered auto is an insured only if that auto is a trailer connected to a covered auto you own.

#### E. OUR LIMIT OF LIABILITY.

Regardless of the number of covered autos, insureds, claims made or vehicles involved in the accident, our limit of liability is as shown in the Declarations and as defined below:

1. Combined bodily injury liability and property damage liability.

The most we will pay for all damages resulting from any one accident is the LIABILITY INSURANCE limit shown in the Declarations.

2. Separate limits of liability for bodily injury liability and property damage liability.

The most we will pay for all damages resulting from bodily injury to any one person caused by any one accident is the limit of Bodily Injury Liability shown in the Declarations for "each person".

Subject to the limit for "each person", the most we will pay for all damages resulting from bodily injury caused by any one accident is the limit of Bodily Injury Liability shown in the Declarations for "each accident".

The most we will pay for all damages resulting from property damage caused by any one accident is the limit of Property Damage Liability shown in the Declarations.

For the purpose of determining our limit of liability under 1. or 2. above, all bodily injury and property damage resulting from continuous or repeated exposure to substantially the same conditions will be considered as resulting from one accident.

#### F. OUT OF STATE EXTENSIONS OF COVERAGE.

1. While a covered auto is away from the state where it is licensed we will:

- a. Increase this policy's liability limits to meet those specified by a compulsory or financial responsibility law in the jurisdiction where the covered auto is being used.
- b. Provide the minimum amounts and types of other coverages, such as "No-Fault", required of out of state vehicles by the jurisdiction where the covered auto is being used.

2. We will not pay anyone more than once for the same elements of loss because of these extensions.

## PART V—AUTO MEDICAL PAYMENTS INSURANCE

### A. WORDS AND PHRASES WITH SPECIAL MEANING.

In addition to the WORDS AND PHRASES WITH SPECIAL MEANING in the policy, the following words and phrases have special meaning for AUTO MEDICAL PAYMENTS INSURANCE:

1. "Family member" means a person related to you, by blood, marriage or adoption who is a resident of your household, including a ward or foster child.
2. "Occupying" means in, upon, getting in, on, out or off.

### B. WE WILL PAY.

We will pay reasonable expenses incurred for necessary medical and funeral services to or for an Insured who sustains **bodily injury** caused by **accident**. We will pay only those expenses incurred within three years from the date of the accident.

### C. WE WILL NOT COVER—EXCLUSIONS.

This insurance does not apply to:

1. **Bodily injury** sustained by an insured while occupying a vehicle located for use as a premises.
2. **Bodily injury** sustained by you or any family member while occupying or struck by any vehicle (other than a covered auto) owned by you or furnished or available for your regular use.
3. **Bodily injury** sustained by any family member while occupying or struck by any vehicle (other than a covered auto) owned by or furnished or available for the regular use of any family member.
4. **Bodily injury** to your employee arising out of and in the course of employment by you. However, we will cover

**bodily injury** to your domestic employees if not entitled to workers' compensation benefits.

5. **Bodily injury** to an insured while working in a business of selling, servicing, repairing or parking autos unless that business is yours.

6. **Bodily injury** caused by declared or undeclared war or insurrection or any of their consequences.

7. **Bodily injury** to anyone using a vehicle without a reasonable belief that the person is entitled to do so.

### D. WHO IS INSURED.

1. You or any family member while occupying or, while a pedestrian, when struck by any auto.

2. Anyone else occupying a covered auto or a temporary substitute for a covered auto. The covered auto must be out of service because of its breakdown, repair, servicing, loss or destruction.

### E. OUR LIMIT OF LIABILITY.

Regardless of the number of covered autos, insureds, claims made or vehicles involved in the accident, the most we will pay for **bodily injury** for each insured injured in any one accident is the limit of AUTO MEDICAL PAYMENTS shown in the Declarations.

### F. CHANGES IN CONDITIONS.

The CONDITIONS of the policy are changed for AUTO MEDICAL PAYMENTS INSURANCE as follows:

1. OUR RIGHT TO RECOVER FROM OTHERS, does not apply.
2. The reference in OTHER INSURANCE to "other collectible insurance" applies only to other collectible auto medical payments insurance.

## PART VI—UNINSURED MOTORISTS INSURANCE

### A. WORDS AND PHRASES WITH SPECIAL MEANING.

In addition to the WORDS AND PHRASES WITH SPECIAL MEANING in the policy, the following words and phrases have special meaning for UNINSURED MOTORISTS INSURANCE:

1. "Family member" means a person related to you by blood, marriage or adoption who is a resident of your household, including a ward or foster child.

2. "Occupying" means in, upon, getting in, on, out or off.

3. "Uninsured motor vehicle" means a land motor vehicle or trailer:

a. For which no liability bond or policy at the time of an accident provides at least the amounts required by the applicable law where a covered auto is principally garaged, or

b. For which the sum of all liability bonds or policies at the time of an accident provides at least the amounts

required by the applicable law where a covered auto is principally garaged but their limits are less than the limit of this insurance, or

c. For which an insuring or bonding company denies coverage or is or becomes insolvent, or

d. Which is a hit-and-run vehicle and neither the driver nor owner can be identified. The vehicle must hit an insured, a covered auto or a vehicle an insured is occupying.

However, "uninsured motor vehicle" does not include any vehicle:

a. Owned or operated by a self-insurer under any applicable motor vehicle law.

b. Owned by a governmental unit or agency.

c. Designed for use mainly off public roads while not on public roads.



#### B. WE WILL PAY.

1. We will pay all sums the **insured** is legally entitled to recover as damages from the owner or driver of an **uninsured motor vehicle**. The damages must result from **bodily injury** sustained by the **insured** caused by an accident. The owner's or driver's liability for these damages must result from the ownership, maintenance or use of the **uninsured motor vehicle**.

2. If this insurance provides a limit in excess of the amounts required by the applicable law where a covered **auto** is principally garaged, we will pay only after all liability bonds or policies have been exhausted by judgments or payments.

3. Any judgment for damages arising out of a suit brought without **our** written consent is not binding on us.

#### C. WE WILL NOT COVER—EXCLUSIONS.

The insurance does not apply to:

1. Any claim settled without **our** consent.
2. The direct or indirect benefit of any insurer or self-insurer under any workers' compensation, disability benefits or similar law.
3. **Bodily injury** sustained by you or any family member while occupying or struck by any vehicle owned by you or any family member which is not a covered **auto**.
4. Anyone using a vehicle without a reasonable belief that the person is entitled to do so.

#### D. WHO IS INSURED.

1. You or any family member.
2. Anyone else occupying a covered **auto** or a temporary substitute for a covered **auto**. The covered **auto** must be out of service because of its breakdown, repair, servicing, loss or destruction.
3. Anyone for damages he is entitled to recover because of **bodily injury** sustained by another **insured**.

#### E. OUR LIMIT OF LIABILITY.

1. Regardless of the number of covered **autos**, **insureds**, claims made or vehicles involved in the accident, our limit of liability is as follows:

The most we will pay for all damages resulting from **bodily injury** to any one person caused by any one accident is the limit shown in the Declarations for "each person".

Subject to the limit for "each person", the most we will pay for all damages resulting from **bodily injury** caused by any one accident is the limit shown in the Declarations for "each accident".

### PART VII—PHYSICAL DAMAGE INSURANCE

#### A. WE WILL PAY.

1. We will pay for loss to a covered **auto** or its equipment under:

a. **Comprehensive Coverage**. From any cause except the covered **auto's** collision with another object or its overturn.

b. **Specified Perils Coverage**. Caused by:

- (1) Fire or explosion;

2. Any amount payable under this insurance shall be reduced by:

- a. All sums paid or payable under any workers' compensation, disability benefits or similar law, and
- b. All sums paid by or for anyone who is legally responsible, including all sums paid under the policy's **LIABILITY INSURANCE**.

3. Any amount paid under this insurance will reduce any amount an **insured** may be paid under the policy's **LIABILITY INSURANCE**.

#### F. CHANGES IN CONDITIONS.

The **CONDITIONS** of the policy are changed for **UNINSURED MOTORISTS INSURANCE** as follows:

1. The reference in **OTHER INSURANCE** to "other collectible insurance" applies only to other collectible uninsured motorists insurance.

2. **YOUR DUTIES AFTER ACCIDENT OR LOSS** is changed by adding the following:

- a. Promptly notify the police if a hit-and-run driver is involved, and
- b. Promptly send us copies of the legal papers if a suit is brought.

3. **OUR RIGHT TO RECOVER FROM OTHERS** is changed by adding the following:

If we make any payment and the **insured** recovers from another party, the **insured** shall hold the proceeds in trust for us and pay us back the amount we have paid.

4. The following Condition is added:

#### ARBITRATION

a. If we and an **insured** disagree whether the **insured** is legally entitled to recover damages from the owner or driver of an **uninsured motor vehicle** or do not agree as to the amount of damages, either party may make a written demand for arbitration. In this event, each party will select an arbitrator. The two arbitrators will select a third. If they cannot agree within 30 days, either may request that selection be made by a judge of a court having jurisdiction. Each party will pay the expenses it incurs and bear the expenses of the third arbitrator equally.

b. Unless both parties agree otherwise, arbitration will take place in the county in which the **insured** lives. Local rules of law as to arbitration procedure and evidence will apply. A decision agreed to by two of the arbitrators will be binding.

(2) Theft;

(3) Windstorm, hail or earthquake;

(4) Flood;

(5) Mischief or vandalism;

(6) The sinking, burning, collision or derailment of any conveyance transporting the covered **auto**.

c. **Collision Coverage**. Caused by the covered **auto's** collision with another object or its overturn.

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## 2. Towing.

We will pay up to \$25 for towing and labor costs incurred each time a covered auto of the private passenger type is disabled. However, the labor must be performed at the place of disablement.

## B. WE WILL ALSO PAY.

We will also pay up to \$10 per day to a maximum of \$300 for transportation expense incurred by you because of the total theft of a covered auto of the private passenger type. We will pay only for those covered autos for which you carry either Comprehensive or Specified Perils Coverage. We will pay for transportation expenses incurred during the period beginning 48 hours after the theft and ending, regardless of the policy's expiration, when the covered auto is returned to use or we pay for its loss.

## C. WE WILL NOT COVER—EXCLUSIONS.

This insurance does not apply to:

1. Wear and tear, freezing, mechanical or electrical breakdown unless caused by other loss covered by this policy.
2. Blowouts, punctures or other road damage to tires unless caused by other loss covered by this policy.
3. Loss caused by declared or undeclared war or insurrection or any of their consequences.
4. Loss caused by the explosion of a nuclear weapon or its consequences.
5. Loss caused by radioactive contamination.
6. Loss to tape decks or other sound reproducing equipment not permanently installed in a covered auto.
7. Loss to tapes, records or other sound reproducing devices designed for use with sound reproducing equipment.
8. Loss to any sound receiving equipment designed for use as a citizens' band radio, two-way mobile radio or

telephone or scanning monitor receiver, including its antennas and other accessories, unless permanently installed in the dash or console opening normally used by the auto manufacturer for the installation of a radio.

## D. HOW WE WILL PAY FOR LOSSES—THE MOST WE WILL PAY.

1. At our option we may:

- a. Pay for, repair or replace damaged or stolen property; or
- b. For theft, return the stolen property, at our expense. We will pay for any damage that results to the auto from the theft.

2. The most we will pay for loss is the smaller of the following amounts:

- a. The amount shown in ITEM FOUR, Schedule of Autos You Own, in the Declarations.
  - b. The actual cash value of the damaged or stolen property at the time of loss.
  - c. The cost of repairing or replacing the damaged or stolen property with other of like kind or quality.
3. For each covered auto, our obligation to pay for, repair, return or replace damaged or stolen property will be reduced by the applicable deductible shown in the Declarations. Any Comprehensive Coverage deductible shown in the Declarations does not apply to loss caused by fire or lightning.

## E. GLASS BREAKAGE—HITTING A BIRD OR ANIMAL—FALLING OBJECTS OR MISSILES.

We will pay for glass breakage, loss caused by hitting a bird or animal or by falling objects or missiles under Comprehensive Coverage if you carry Comprehensive Coverage for the damaged covered auto. However, you have the option of having glass breakage caused by a covered auto's collision or overturn considered a loss under Collision Coverage.

## PART VIII—CONDITIONS

The insurance provided by this policy is subject to the following conditions:

### A. YOUR DUTIES AFTER ACCIDENT OR LOSS.

1. You must promptly notify us or our agent of any accident or loss. You must tell us how, when and where the accident or loss happened. You must assist in obtaining the names and addresses of any injured persons and witnesses.
2. Additionally, you and other involved insureds must:
  - a. Cooperate with us in the investigation, settlement or defense of any claim or suit. No insured shall, except at his or her own cost, voluntarily make any payment, assume any obligation or incur any expense.
  - b. Immediately send us copies of any notices or legal papers received in connection with the accident or loss.

c. Submit at our expense and as often as we require to physical examinations by physicians we select.

d. Authorize us to obtain medical reports and other pertinent medical information.

3. Additionally, to recover for loss to a covered auto or its equipment you must do the following:

a. Permit us to inspect and appraise the damaged property before its repair or disposition.

b. Do what is reasonably necessary after loss at our expense to protect the covered auto from further loss.

c. Submit a proof of loss when required by us.

d. Promptly notify the police if the covered auto or any of its equipment is stolen.

## **B. OTHER INSURANCE.**

1. For any covered auto you own this policy provides primary insurance. For any covered auto you don't own, the insurance provided by this policy is excess over any other collectible insurance. However, while a covered auto which is a trailer is connected to another vehicle the liability coverage this policy provides for the trailer:

- a. Is excess while it is connected to a motor vehicle you don't own.
- b. Is primary while it is connected to a covered auto you own.

2. When two or more policies cover on the same basis, either excess or primary, we will pay only our share. Our share is the proportion that the limit of our policy bears to the total of the limits of all the policies covering on the same basis.

## **C. OUR RIGHT TO RECOVER FROM OTHERS.**

If we make any payment, we are entitled to recover what we paid from other parties. Any person to or for whom we make payment must transfer to us his or her rights of recovery against any other party. This person must do everything necessary to secure these rights and must do nothing that would jeopardize them.

## **D. CANCELLING THIS POLICY DURING THE POLICY PERIOD.**

1. You may cancel the policy by returning it to us or by giving us advance notice of the date cancellation is to take effect.
2. We may cancel the policy by mailing you at least 10 days notice at your last address known by us. We may deliver any notice instead of mailing it. Proof of mailing of any notice will be sufficient proof of notice.
3. The effective date of cancellation stated in the notice shall become the end of the policy period.
4. If this policy is cancelled, you may be entitled to a premium refund. If so, we will send you the refund. However, making or offering to make the refund is not a condition of cancellation. If you cancel, the refund, if any, will be computed in accordance with the customary short rate procedure. If we cancel, the refund, if any, will be computed pro rata.

## **E. LEGAL ACTION AGAINST US.**

No legal action may be brought against us until there has been full compliance with all the terms of this policy. In addition, under LIABILITY INSURANCE, no legal action may be brought against us until we agree in writing that the insured has an obligation to pay or until the amount of that obligation has been finally determined by judgment after trial. No person or organization has any right under this policy to bring us into any action to determine the liability of the insured.

## **F. INSPECTION.**

At our option we may inspect your property and operations at any time. These inspections are for our benefit only. By our right to inspect or by our making any inspection we make no representation that your property or operations

are safe, not harmful to health or comply with any law, rule or regulation.

## **G. CHANGES.**

This policy contains all the agreements between you and us. Its terms may not be changed or waived except by endorsement issued by us. If a change requires a premium adjustment, we will adjust the premium as of the effective date of change. If we revise this policy form to provide more coverage without additional premium charge your policy will automatically provide the additional coverage as of the day the revision is effective in your state.

## **H. TRANSFER OF YOUR INTEREST IN THIS POLICY.**

Your rights and duties under this policy may not be assigned without our written consent.

## **I. NO BENEFIT TO BAILEE—PHYSICAL DAMAGE INSURANCE ONLY.**

We will not recognize any assignment or grant any coverage for the benefit of any person or organization holding, storing or transporting property for a fee regardless of any other provision of this policy.

## **J. BANKRUPTCY.**

Bankruptcy or insolvency of the insured shall not relieve us of any obligations under this policy.

## **K. APPRAISAL FOR PHYSICAL DAMAGE LOSSES.**

1. If you and we fail to agree as to the amount of loss either may demand an appraisal of the loss. In such event, you and we shall each select a competent appraiser, and the appraisers shall select a competent and disinterested umpire. The appraisers shall state separately the actual cash value and the amount of loss, and, failing to agree, shall submit their differences to the umpire. An award in writing of any two shall determine the amount of loss. You and we shall each pay the chosen appraiser and shall bear equally the other expenses of the appraisal and umpire.
2. We shall not be held to have waived any of our rights by any act relating to appraisal.

## **L. TWO OR MORE POLICIES ISSUED BY US.**

If this policy and any other policy issued to you by us or any company affiliated with us apply to the same accident, the aggregate maximum limit of liability under all the policies shall not exceed the highest applicable limit of liability under any one policy. This condition does not apply to any policy issued by us or an affiliated company specifically to apply as excess insurance over this policy.

## **M. ESTIMATED ANNUAL PREMIUM**

The estimated annual premium for this policy is based on the exposures you told us you would have when this policy began.

We will compute your final premium due when we determine your actual exposures. The estimated annual premium will be credited against the final premium due and you will be billed for the balance, if any. If the estimated annual premium exceeds the final premium due you will get



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a refund. To determine your final premium due we may examine your records at any time during the period of coverage and up to three years afterward. If this policy is

issued for more than one year, the premium shall be computed annually based on our rates or premiums in effect at the beginning of each year of the policy.

### NUCLEAR ENERGY LIABILITY EXCLUSION ENDORSEMENT (BROAD FORM)

This endorsement modifies the provisions of this policy relating to all Medical Payments and Automobile Liability Insurance.

It is agreed that:

I. This policy does not apply:

A. Under any Liability Coverage, to **bodily injury or property damage**

(1) with respect to which an insured under this policy is also an insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters or Nuclear Insurance Association of Canada, or would be an insured under any such policy but for its termination upon exhaustion of its limit of liability; or

(2) resulting from the **hazardous properties of nuclear material** and with respect to which (a) any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or (b) the insured is, or had this policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization.

B. Under any Medical Payments Coverage, or under any Supplementary Payments provision relating to first aid, to expenses incurred with respect to **bodily injury** resulting from the **hazardous properties of nuclear material** and arising out of the operation of a **nuclear facility** by any person or organization.

C. Under any Liability Coverage, to **bodily injury or property damage** resulting from the **hazardous properties of nuclear material**, if

(1) the **nuclear material** (a) is at any **nuclear facility** owned by, or operated by or on behalf of, an insured or (b) has been discharged or dispersed therefrom;

(2) the **nuclear material** is contained in **spent fuel** or **waste** at any time possessed, handled, used, processed, stored, transported or disposed of by or on behalf of an insured; or

(3) the **bodily injury or property damage** arises out of the furnishing by an insured of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any **nuclear facility**, but if such facility is located within the United States of America, its territories or possessions or Canada, this exclusion (3) applies only to property damage to such **nuclear facility** and any property thereat.

II. As used in this endorsement:

**"hazardous properties"** include radioactive, toxic or explosive properties;

**"nuclear material"** means source material, special nuclear material or byproduct material;

**"source material"**, **"special nuclear material"**, and **"by-product material"** have the meanings given them in the Atomic Energy Act of 1954 or in any law amendatory thereof;

**"spent fuel"** means any fuel element or fuel component solid or liquid, which has been used or exposed to radiation in a **nuclear reactor**;

**"waste"** means any waste material

(a) containing **by-product material** other than the tailings or wastes produced by the extraction or concentration of uranium or thorium from any ore processed primarily for its **source material** content, and

(b) resulting from the operation by any person or organization of any **nuclear facility** included under the first two paragraphs of the definition of **nuclear facility**;

**"nuclear facility"** means

(a) any **nuclear reactor**,

(b) any equipment or device designed or used for (1) separating the isotopes of uranium or plutonium, (2) processing or utilizing **spent fuel**, or (3) handling, processing or packaging waste,

(c) any equipment or device used for the processing, fabricating or alloying of **special nuclear material** if at any time the total amount of such material in the custody of the insured at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235,

(d) any structure, basin, excavation, premises or place prepared or used for the storage or disposal of waste, and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations;

**"nuclear reactor"** means any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable material.

**"property damage"** includes all forms of radioactive contamination of property.

IN WITNESS WHEREOF, we have caused this policy to be signed by our President and Secretary, but it shall not be binding upon us unless it is countersigned on the Declarations page by one of our duly authorized agents.

*Jim Benedict*  
SECRETARY

*Myron De Baine*  
PRESIDENT

### ENDORSEMENTS

The following endorsements shall apply only when specifically incorporated by reference through appropriate entry in the Declarations.

#### 1. DEDUCTIBLE PROPERTY DAMAGE LIABILITY INSURANCE (CA 03 01 01 78) (CA 03 02 01 78)

##### PROPERTY DAMAGE LIABILITY INSURANCE DEDUCTIBLE:

A. The damage which would otherwise be payable under LIABILITY INSURANCE for property damage caused in any one accident will be reduced by the **PROPERTY DAMAGE PER ACCIDENT DEDUCTIBLE** stated in the Declarations prior to the application of the **OUR LIMIT OF LIABILITY** provision.

B. To settle any claim or suit we may pay all or any part of any deductible stated in the Declarations. If this happens

you must reimburse us for the deductible or the part of the deductible we paid.

In the states of California, Delaware, Georgia, Indiana, Iowa, Kansas, Kentucky, Maryland, Minnesota, New Hampshire, New Jersey, New York, Oregon, Pennsylvania, South Carolina, Virginia, Washington and West Virginia, paragraph B is amended to read:

B. To settle any claim or suit we will pay all or part of any deductible stated in the Declarations. You must reimburse us for the deductible or the part of the deductible we paid.

#### 2. LEASING OR RENTAL CONCERNS—CONVERSION, EMBEZZLEMENT OR SECRETION COVERAGE (CA 20 10 01 78)

PHYSICAL DAMAGE INSURANCE for covered autos is changed as follows:

A. The following exclusion is added:

This insurance does not apply:

Under the Comprehensive and Specified Perils Coverages, to loss due to theft, conversion, embezzlement or secretion by any person in possession of a covered auto either (i) under a bailment lease, conditional sale, purchase agreement, mortgage or other encumbrance or (ii) as a rentee or lessee of such covered auto; however, this exclusion does not apply to covered autos designated in the Declarations for this endorsement.

B. For covered autos designated in the Declarations for this endorsement, we will pay under the Comprehensive and Specified Perils coverages, for loss to the covered autos due to theft, conversion, embezzlement or secretion by any rentee or lessee, subject to the following provisions:

1. The most we will pay for loss to any one covered auto is 75% of the actual cash value of such covered auto, at the time of the loss, reduced by the amount of any deposit secured by you from the rentee or lessee.

2. If there is a loss or if you learn of any act which may result in a loss, you must do the following:

a. Promptly notify the police and as soon as practicable notify us or our agent.

b. Cooperate with any public prosecutor if requested by him, in prosecuting any person whose acts result in the loss.

c. Submit a proof of loss if required by us.

d. Make every reasonable effort to locate the covered auto. If you locate the covered auto, take possession of it, using legal proceedings if required by us. We will reimburse you for reasonable expenses incurred at our request, or with our consent, in locating and recovering the covered auto.

#### 3. PARTNERSHIP AS NAMED INSURED—NON-OWNERSHIP LIABILITY COVERAGE (CA 99 22 01 78)

A. No auto owned by any of your partners or members of their households is a covered auto for LIABILITY INSURANCE unless an "x" is shown in the Declarations for this endorsement.

B. WHO IS INSURED is changed by adding the following to paragraph 3:

d. A partner of yours for an auto owned by him or her or a member of his or her household.

(Continued from Obverse Side)

#### 4. WRONG DELIVERY OF LIQUID PRODUCTS (CA 23 05 07 78)

LIABILITY INSURANCE is changed by adding the following exclusion:

This insurance does not apply to:

**Bodily injury or property damage** resulting from the delivery of any liquid into the wrong receptacle or to

the wrong address, or from the delivery of one liquid for another, if the **bodily injury or property damage** occurs after delivery has been completed.

Delivery is considered completed even if further service or maintenance work, or correction, repair or replacement is required because of wrong delivery.

#### 5. CITIZENS' BAND RADIO COVERAGE (CA 99 08 01 78)

A. PHYSICAL DAMAGE INSURANCE on a covered auto described in the Declarations for this endorsement also applies to loss to any permanently installed equipment designed for use as a:

1. Citizens' band radio, or

2. Two-way mobile radio or telephone, or

3. Scanning monitor receiver including its antennas and other accessories.

B. No deductibles will be applicable to the limit of liability.

#### 6. DRIVE OTHER CAR COVERAGE—BROADENED COVERAGE FOR NAMED INDIVIDUALS (CA 99 10 01 78)

This endorsement changes only those coverages listed in the Declarations page. Each of those coverages is changed as follows:

##### A. CHANGES IN LIABILITY INSURANCE

1. Any auto you don't own is a covered auto for LIABILITY INSURANCE while being used by any individual named in the Declarations for this endorsement or by his or her spouse while a resident of the same household except:

a. Any auto owned by that individual or by any member of his or her household,

b. Any auto used by that individual or his or her spouse while working in a business of selling, servicing, repairing or parking autos.

2. The following is added to WHO IS INSURED:

Any individual named in the Declarations for this endorsement and his or her spouse, while a resident of the same household, are insureds while using any covered auto described in paragraph A.1. of this endorsement.

##### B. CHANGES IN AUTO MEDICAL PAYMENTS AND UNINSURED MOTORISTS INSURANCE

The following is added to WHO IS INSURED.

Any individual named in the Declarations for this endorsement and, while resident in the same household, his or her spouse and the family members of either are insureds while occupying or while a pedestrian when being struck by any auto you don't own except:

Any auto owned by that individual, his or her spouse, or by any family member of either.

##### C. CHANGES IN PHYSICAL DAMAGE INSURANCE

Any private passenger type auto you don't own is a covered auto while in the care, custody or control of any individual named in the Declarations for this endorsement or his or her spouse while resident of the same household except:

1. Any auto owned by that individual or by any member of his or her household.

2. Any auto used by that individual or his or her spouse while working in a business of selling, servicing, repairing or parking autos.

#### 7. HIRED AUTOS SPECIFIED AS COVERED AUTOS YOU OWN (CA 99 16 01 78)

A. Any auto described in the Declarations for this endorsement will be considered a covered auto you own and not a covered auto you hire, borrow or lease under the coverage for which it is a covered auto.

##### B. CHANGES IN LIABILITY INSURANCE

The following is added to WHO IS INSURED:

While any covered auto described in the Declarations for this endorsement is rented or leased to you and is being used by or for you, its owner or anyone else from whom you rent or lease it is an insured but only for that covered auto. However, that covered auto's owner or anyone else from whom it is rented or leased is not an insured for liability resulting from defects or faulty workmanship.

#### 8. INDIVIDUAL NAMED INSURED (CA 99 17 01 78)

If you are an individual, the policy is changed as follows:

##### A. WORDS AND PHRASES WITH SPECIAL MEANING

1. The following phrase is added and appears in bold face type when used:

"Family member" means a person related to you by blood,



marriage or adoption who is a resident of **your** household, including a ward or foster child.

2. The words "**you**" and "**your**" include **your** spouse if a resident of the same household except for notice of cancellation.

3. When the phrase "**private passenger type**" appears in **bold face type** it includes any covered auto **you** own of the pick-up or van type not used for business purposes.

#### B. CHANGES IN LIABILITY INSURANCE

1. The exclusion relating to **bodily injury** to fellow employees of the **insured** does not apply to **bodily injury** to **you** or any **family member's** fellow employees.

#### 2. PERSONAL AUTO COVERAGE

While any auto **you** own of the **private passenger type** is a covered auto under the **LIABILITY INSURANCE**:

a. The following is added to **WHO IS INSURED**:

**Family members are insureds for any covered auto you own of the private passenger type and any other auto described in paragraph 2b of this endorsement.**

b. Any auto **you** don't own is a covered auto while being used by **you** or by any **family member** except:

(1) Any auto owned by any **family members**.

(2) Any auto furnished or available for **your** or any **family member's** regular use.

(3) Any auto used by **you** or by any of **your family members** while working in a business of selling, servicing, repairing, or parking autos.

(4) Any auto other than an auto of the **private passenger type** used by **you** or by any of **your family members** while working in any other business or occupation.

c. The exclusion relating to pollutants, irritants and contaminants and, if forming a part of the policy, the **NUCLEAR ENERGY LIABILITY EXCLUSION (BROAD FORM)**, does not apply to any covered auto of the **private passenger type**.

d. The following exclusion is added and applies only to **private passenger type covered autos**:

This insurance does not apply to:

**Bodily injury or property damage** for which an **insured** under the policy is also an **insured** under a nuclear energy liability policy or would be an **insured** but for its termination upon its exhaustion of its limit of liability. A nuclear energy liability policy is a policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters or any of their successors. This exclusion does not apply to autos registered or principally garaged in New York.

e. The exclusion relating to property in the **insured's** care, custody or control does not apply to **property damage** to any **private passenger type covered auto** **you** don't own while being used by **you** or by any **family member** except:

(1) Any auto owned by any **family member**.

(2) Any auto furnished or available for **your** or any **family member's** regular use.

(3) Any auto which **you** or any **family member** uses while working in a business of selling, servicing, repairing or parking autos.

#### C. CONDITIONS

The following Condition is added:

#### DEATH OF THE INDIVIDUAL NAMED INSURED

If **you** die:

1. **Your** surviving spouse if a resident of the same household at the time of **your** death will continue as the named insured until the end of the policy.

2. **Your** legal representative will be the named insured but only while acting within the scope of his or her duties as such.

3. Until **your** legal representative has been appointed, the person having proper temporary custody of **your** property will be the named insured with respect to such property.

### 9. LOSS PAYABLE CLAUSE (CA 99 19 01 78)

A. We will pay **you** and the loss payee named in the policy for **loss** to a covered auto, as interest may appear.

B. The insurance covers the interest of the loss payee unless the **loss** results from fraudulent acts or omissions on **your** part.

C. We may cancel the policy as allowed by **CANCEL-**

**LING THIS POLICY DURING THE POLICY PERIOD.** Cancellation ends this agreement as to the loss payee's interest. If we cancel the policy we will mail **you** and the loss payee the same advance notice.

D. If we make any payment to the loss payee, we will obtain his rights against any other party.

### 10. TAPES AND RECORDS COVERAGE (CA 99 30 01 78)

A. Under Comprehensive Coverage we will pay for **loss** to tapes, records or other similar devices used with sound reproducing equipment. We will pay only if the tapes, records or other similar devices:

1. Are **your** property or that of a **family member**, and

2. Are in a covered auto at the time of **loss**.

B. The most we will pay for **loss** is \$200.

C. **PHYSICAL DAMAGE INSURANCE** provisions apply to this coverage, except for any deductible.

(Continued from Obverse Side)

#### 11. INDIVIDUAL NAMED INSURED—ECONOMY PLUS AUTO COVERAGE

It is agreed that ASSOCIATED INDEMNITY CORPORATION (A Stock Insurance Company, San Francisco, California, called the Company) replaces the Company designated in the Declarations as insurer, but only with

respect to such insurance as is afforded by the provisions of the policy as modified by endorsement 8 for the autos of the private passenger type designated in the Declarations as subject to this endorsement.

#### 12. INDIVIDUAL NAMED INSURED—SUPERIOR AUTO COVERAGE

It is agreed that NATIONAL SURETY CORPORATION (A Stock Insurance Company, Chicago, Illinois, called the Company) replaces the Company designated in the Declarations as insurer, but only with respect to such

insurance as is afforded by the provisions of the policy as modified by endorsement 8 for the autos of the private passenger type designated in the Declarations as subject to this endorsement.

#### 13. MEXICO ENDORSEMENT

This policy is extended to apply while any covered auto is being operated in the Republic of Mexico for a period not exceeding ten days at any one time. It is agreed that such

insurance as is provided by this policy only by reason of the terms of this paragraph shall be excess insurance over any other valid and collectible insurance available to you.

#### WARNING

Unless you have automobile insurance written by a Mexican insurance company, you may spend many hours or days in jail, if you have an accident in Mexico. Insurance coverage should be secured from a company

licensed under the laws of Mexico to write such insurance in order to avoid complications and some other penalties possible under the laws of Mexico, including the possible impoundment of your auto.

#### 14. LEASING OR RENTAL CONCERNS—CONTINGENT COVERAGE

##### A. PHRASE WITH SPECIAL MEANING

In addition to the WORDS AND PHRASES WITH SPECIAL MEANING in the policy, the following phrase has special meaning in this endorsement:

"Leased auto" means an auto you lease to a lessee under a leasing agreement of one year or more for which the leasing agreement requires the lessee to provide primary insurance for you.

B. LIABILITY INSURANCE and any required no-fault insurance provided by the policy for a covered auto which is a leased auto applies subject to the following provisions:

1. a. The lessee has furnished you with a certificate of insurance required by the leasing agreement, and

b. At the time of an accident the insurance required by the leasing agreement is not collectible.

2. For you, the limit of our liability for the insurance provided by this endorsement is the limit of liability stated in the Declarations.

3. For the lessee, the limit of our liability for the insurance provided by this endorsement is the minimum limit required by any applicable compulsory or financial responsibility law.

4. The insurance provided by this endorsement is excess over any other collectible insurance, whether primary, excess or contingent.

#### 15. DRIVER EXCLUSION

We will not be liable for any accidents or losses while a covered auto is driven by individuals named in the

Declarations page for this endorsement.

#### 16. SUSPENSION OF INSURANCE (CA 02 40 01 78)

(Not Applicable in Michigan)

A. Except for maintaining or testing covered autos on your property, the coverages and autos indicated in the Declarations as applicable to this endorsement are suspended as of the effective date of this endorsement.

B. If you suspended coverage for at least 30 consecutive days, you will be entitled to a refund of premium.

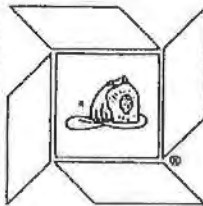
#### 17. REINSTATEMENT OF INSURANCE (CA 02 38 01 78)

Any coverages you have previously suspended by Sequential Endorsement referred to in the Declarations as applicable to this Endorsement are reinstated as of

the effective date of this endorsement as shown in the Declarations.

## COMMERCIAL LINES

THIS FORM AMENDS THIS POLICY



Business Auto Policy  
Garage Policy  
Truckers Policy

Supplementary State Endorsements  
California

### ENDORSEMENTS

The following endorsements shall apply only when specifically incorporated through appropriate entry in the Declarations.

#### AMENDMENT OF PART IV — LIABILITY INSURANCE — CALIFORNIA (Business Auto Policy and Truckers Policy)

It is agreed that paragraph 3.b. of PART IV — LIABILITY INSURANCE, section D. WHO IS INSURED, is amended to read as follows:

b. Someone using a covered auto while he or she is working in a business of selling, repairing, servicing, delivering, testing, road-testing, parking or storing autos.

#### CHANGES IN UNINSURED MOTORISTS INSURANCE (CA 21 02 08 80)

A. WORDS AND PHRASES WITH SPECIAL MEANING is changed as follows:

"Family member" means your spouse, whether or not a resident of your household, and any other person related to you by blood, marriage or adoption who is a resident of your household, including a ward or foster child.

Paragraph c of "uninsured motor vehicle" is changed to read:

For which the insuring or bonding company denies coverage or refuses to admit coverage except conditionally or with reservation or becomes insolvent, or

B. Exclusion 2 under WE WILL NOT COVER — EXCLUSIONS is changed to read:

This insurance does not apply to:

The direct or indirect benefit of any insurer or self-insurer under any workers' compensation, disability or similar law or to the direct benefit of the United States, a state or its political subdivisions.

C. OUR LIMIT OF LIABILITY is changed to read:

1. Regardless of the number of covered autos, insureds, claims made or vehicles involved in the accident, the most we will pay for all damages resulting from any one accident is the limit of UNINSURED MOTORISTS INSURANCE shown in the Declarations.

2. Any loss payable under this insurance shall be reduced by:

a. All sums paid or payable under any workers' compensation law exclusive of non-occupational disability benefits, and

b. All sums paid by or for anyone who is legally responsible, including all sums paid under the policy's LIABILITY INSURANCE.

D. OTHER INSURANCE is changed to read:

1. For bodily injury sustained by an insured while occupying an auto he does not own, UNINSURED MOTORISTS INSURANCE does not apply if the owner of the auto has uninsured motorists insurance.

2. Except as provided in paragraph 1, if an insured has other uninsured motorists insurance, the damages shall be deemed not to exceed the higher of the applicable limits of the respective coverages. We will pay only our share of these damages. Our share is the proportion that the limit of UNINSURED MOTORISTS INSURANCE bears to the total of the limits of all uninsured motorists insurance.

E. The policy's condition LEGAL ACTION AGAINST US is changed to read:

No legal action may be brought against us until there has been full compliance with all the terms of this policy nor unless within one year from the date of the accident:

1. Suit for bodily injury has been filed against the uninsured motorist in a court of competent jurisdiction, or

2. Agreement as to the amount due under this insurance has been concluded, or

3. The insured has formally instituted legal proceedings.

F. ARBITRATION is changed to read:

1. If we and an insured disagree whether the insured is legally entitled to recover damages from the owner or driver of an uninsured motor vehicle or do not agree as to

(Continued on Reverse Side)

ONE OF THE FIREMAN'S FUND INSURANCE COMPANIES AS NAMED IN THE POLICY

11-X

*Myron R. Bain*  
PRESIDENT



(Continued from Obverse Side)

the amount of damages, either party may make a written demand for arbitration. In this event the disagreement will be settled by a single neutral arbitrator. Each party will bear the expenses of the arbitrator equally.

2. Unless both parties agree otherwise, arbitration will take place in the county in which the insured lives. Local rules of law as to arbitration procedures and evidence will apply. The decision of the arbitrator will be binding.

#### CHANGES IN POLICY—CANCELLATION (PA 02 04 01 78)

If you are an individual and a covered auto you own is of the private passenger type, CANCELLING THIS POLICY DURING THE POLICY PERIOD does not apply to that auto. The following Condition applies instead:

##### ENDING THIS POLICY

###### A. Cancellations

1. You may cancel the policy by returning it to us or by giving us advance notice of the date cancellation is to take effect.

2. When this policy is in effect less than 60 days and is not a renewal or continuation policy, we may cancel for any reason provided we mail you notice within this period. If we cancel we will mail you at least 10 days notice.

3. When this policy is in effect 60 days or more or is a renewal or continuation policy, we may cancel only for one or more of the following reasons:

a. Nonpayment of premium. If we cancel for this reason, we will mail you at least 10 days notice.

b. Your driver's license or that of a driver who lives with you or customarily uses the covered auto has been suspended or revoked during the policy period. If we cancel for this reason we will mail you at least 20 days notice.

c. We replace this policy with another one providing similar coverages and the same limits for the covered auto. The replacement policy will take effect when this policy is cancelled, and will end a year after this policy begins or on this policy's expiration date, whichever is earlier.

d. This policy has been written for a period of more than a year or without a fixed expiration date. We may cancel for this reason only at an anniversary of its original

effective date. If we cancel for this reason we will mail you at least 20 days notice.

4. If this policy is cancelled, you may be entitled to a premium refund. If so, we will send you the refund. However, making or offering to make the refund is not a condition of cancellation. If you cancel, the refund, if any, will be computed in accordance with our customary short rate procedure. If we cancel, the refund, if any, will be computed pro rata.

5. The effective date of cancellation stated in the notice shall become the end of the policy period.

###### B. Non-Renewal

1. If we decide not to renew or continue this policy we will mail you notice at least 20 days before the end of the policy period. If the policy period is other than one year, we will have the right not to renew or continue it only at an anniversary of its original effective date. If we offer to renew or continue at least 20 days before the end of the policy period and you do not accept, this policy will terminate at the end of the current policy period. Failure to pay the required renewal or continuation premium by the end of the policy period shall mean that you have not accepted our offer.

2. If we fail to mail proper notice of non-renewal and you obtain other insurance this policy will end on the effective date of that insurance.

###### C. Mailing of Notices

Any notice of cancellation or non-renewal will be mailed to your last known address. However, we may deliver any notice instead of mailing it. Proof of mailing of any notice shall be sufficient proof of notice.

#### AMENDMENT OF PART IV—LIABILITY INSURANCE—CALIFORNIA (Garage Policy)

It is agreed that paragraph 1.b.(2) of PART IV—LIABILITY INSURANCE, section D. WHO IS INSURED, is amended to read as follows:

(2) Someone using a covered auto while he or she is working in a business of selling, repairing, servicing, delivering, testing, road-testing, parking or storing autos.

#### CALIFORNIA PUBLIC SCHOOLS AND COMMUNITY COLLEGE ENDORSEMENT

It is agreed that the policy provides such insurance as is required under Sections 35208 or 72506 and Sections 44873 or 87440 of the California Education Code (Reorganized), subject to the applicable limits of liability and all of the terms of the policy and of this endorsement:

1. (a) **Additional Insureds:** The "Persons Insured" provision of the policy is amended to include as an insured members of the governing board; officers and employees of the named insured, including any physician employed

for the performance of medical services pursuant to Sections 44873 and 87440 of the California Education Code, while acting within the scope of their duties as such.

(b) **Other Insurance:** The insurance with respect to any insured other than the named insured, shall be excess insurance over any other valid and collectible insurance.

2. **Cancellation by the Company:** The Cancellation Condition of the policy is amended by the substitution of the words "thirty days" for "ten days" therein.

PAGE " 9

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3. **Additional Definition:** 'medical services' includes any medical services required to be performed by a physician while required to be in attendance at high school or community college athletic contests or meets.

4. **First Aid:** The "Supplementary Payments" provision of the policy does not apply, under the Comprehensive General Liability Insurance, to first aid to any student or pupil.

#### EXCLUSION OF NAMED DRIVER—CALIFORNIA

It is agreed as follows:

1. The insurance afforded by this policy shall not apply nor accrue to the benefit of any insured or any third party claimant while any covered auto is used or operated by the individual named in the Declarations as applicable to this endorsement.

2. We shall have no obligation to defend any suit brought against any insured because of the use or operation of any covered auto by the individual designated in the Declarations as applicable to this endorsement, except that we shall defend you only when all of the following apply:

a. the individual designated in the Declarations as applicable to this endorsement is a resident of the same household as you;

b. As a result of operating any covered auto of yours, that individual is jointly sued with you; and

c. That individual is a named insured under a separate automobile liability insurance policy which provides no defense to you.

The provisions of Section 1 above shall not be affected by this Section 2.

#### LEASING OR RENTAL CONCERNS—CONTINGENT COVERAGE—CALIFORNIA (CA 20 26 06 81)

##### A. PHRASE WITH SPECIAL MEANING

In addition to the WORDS AND PHRASES WITH SPECIAL MEANING in the policy, the following phrase has special meaning in this endorsement:

"Leased auto" means an auto you lease to a lessee for 6 months or more, including any substitute, replacement or extra auto needed to meet seasonal or other needs, under a lease agreement which requires the lessee to provide primary insurance for you.

B. **LIABILITY INSURANCE** and any required no-fault insurance provided by the policy for a covered auto which is a leased auto applies subject to the following provisions:

1. If there is no other available insurance (whether primary, excess or contingent) the limit of our liability is the minimum limit required by any applicable compulsory or financial responsibility law.

2. If there is other available insurance (whether primary, excess or contingent) the limit of our liability is only for the amount by which the applicable compulsory or financial responsibility law limits exceed the limits of the available insurance.

C. In addition to the insurance provided in paragraph B, **LIABILITY INSURANCE** applies to you, your employees or agents subject to the following provisions:

1. a. The lessee has furnished you with a certificate of insurance, a copy of the policy or a copy of the endorsement making you an additional insured on the lessee's policy as required by the leasing agreement, and

b. At the time of an accident the insurance required by the leasing agreement is not collectible.

2. The limit of our liability for the insurance provided under this paragraph is the difference between the minimum limit required by the applicable compulsory or financial responsibility law and the lesser of

a. The limits of liability required by the leasing agreements, or

b. The limit of liability shown in the Declarations as applicable to this endorsement.

D. The insurance provided by this endorsement is excess over any other collectible insurance, whether primary, excess or contingent, unless such insurance is specifically written to apply in excess of this policy.

E. If the lessee's policy is cancelled, the insurance provided by this endorsement to you, your employees or agents ends the earlier of the following dates:

1. The date you regain custody of the leased auto, or

2. 30 days after the effective date of cancellation.

#### INDIVIDUAL NAMED INSURED—SUPERIOR AUTO COVERAGE

It is agreed that FIREMAN'S FUND INSURANCE COMPANY OF TEXAS (A Stock Company, Dallas, Texas, called the Company) replaces the Company designated in the Declarations as insurer, but only with

respect to such insurance as is afforded by the provisions of the policy as modified by endorsement 8 for the autos of the private passenger type designated in the Declarations as subject to this endorsement.

#### INDIVIDUAL NAMED INSURED—REGULAR AUTO COVERAGE

It is agreed that FIREMAN'S FUND INSURANCE COMPANY (A Stock Company, San Francisco, California, called the Company) replaces the Company designated in the Declarations as insurer, but only with respect

to such insurance as is afforded by the provisions of the policy as modified by endorsement 8 for the autos of the private passenger type designated in the Declarations as subject to this endorsement.

# COMPOSITE RATE ENDORSEMENT

INSURED	POLICY NUMBER 2-49 LA 310 07 53
PRODUCER	EFFECTIVE DATE

IT IS UNDERSTOOD AND AGREED THAT THE PREMIUM FOR THE COMPREHENSIVE GENERAL LIABILITY, AND BUSINESS AUTO PORTION OF THIS POLICY FOR THE PERIOD OF 1/1/82 TO 1/1/83 SHALL BE DETERMINED BY APPLICATION OF THE FOLLOWING COMPOSITE RATE PER \$1,000 OF GROSS RECEIPTS AS DEFINED IN THE MANUAL OF LIABILITY INSURANCE.

ESTIMATED TOTAL RECEIPTS \$20,000,000.  
TOTAL DEPOSIT \$ 43,234.

COMPOSITE RATE: LIABILITY	CBI .6691	CODES 324-70050
	OPD .6281	
	ABI .1501	4592
AUTO LIABILITY	APD .2501	
	COMP .1812	4592
AUTO PHYSICAL DAMAGE	COLL. .1831	
	2.1617	

IT IS AGREED THE MINIMUM PREMIUM FOR THE COMPOSITE RATED PORTIONS OF THIS POLICY SHALL BE:

ANNUAL MINIMUM PREMIUM: \$34,587.

*Handwritten signature/initials inside a circle*

END. #2

ONE OF THE FIREMAN'S FUND INSURANCE COMPANIES AS NAMED IN THE POLICY	<i>Myron R. Davis</i> PRESIDENT 10-X	COUNTERSIGNATURE OF AUTHORIZED AGENT
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COMPOSITE RATE ENDORSEMENT

INSURED	ANGELES CHEMICAL CO., INC., ETAL	POLICY NUMBER	2-49 LA 310 07 53
PRODUCER	MAX BEHM & ASSOCIATES	EFFECTIVE DATE	1-1-82

IT IS UNDERSTOOD AND AGREED THAT THE PREMIUM FOR THE COMPREHENSIVE GENERAL LIABILITY, AND BUSINESS AUTO PORTION OF THIS POLICY FOR THE PERIOD OF 1-1-82 TO 1-1-83 SHALL BE DETERMINED BY APPLICATION OF THE FOLLOWING COMPOSITE RATE PER \$1,000. OF GROSS RECEIPTS AS DEFINED IN THE MANUAL OF LIABILITY INSURANCE.

ESTIMATED TOTAL RECEIPTS	\$20,000,000.		
TOTAL DEPOSIT	43,234.		
COMPOSITE RATE: LIABILITY	OBI .6619	PREMIUMS	CODES
	OPD .6281	13,382.	324-70050
	ABI .2501	12,562.	
AUTO LIABILITY	APD .2501	5,002.	4592.
	COMP .1812	5,002.	
	COLL .1831	3,624.	4592.
	2.1617	3,662.	
		43,234.	

IT IS AGREED THE MINIMUM PREMIUM FOR THE COMPOSITE RATED PORTIONS OF THIS POLICY SHALL BE:

ANNUAL MINIMUM PREMIUM : \$34,587.

2-4-82LH

ENDT #2A  
IN LIEU OF & ENTIRELY REPLACING #2

ONE OF THE FIREMAN'S FUND INSURANCE COMPANIES AS NAMED IN THE POLICY	<i>Myron Du Baine</i> PRESIDENT 10-X	COUNTERSIGNATURE OF AUTHORIZED AGENT
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**ADDITIONAL INSURED -- LESSOR**  
(CA 20 01 12 80)

INSURED <b>ANGELES CHEMICAL CO., INC., ETAL</b>	POLICY NUMBER <b>2-49 LA 310 07 53</b>
PRODUCER	EFFECTIVE DATE <b>1/1/82</b>

INSURANCE COMPANY <b>FIREMAN'S FUND</b>		POLICY NUMBER <b>2/49/LA 310 07 53</b>
EFFECTIVE DATE <b>1/1/82</b>	EXPIRATION DATE <b>1/1/85</b>	
NAMED INSURED AND ADDRESS <b>ANGELES CHEMICAL CO., INC. &amp; STALLION TANK LINES, INC. 8915 SORENSON AVE SANTA FE SPRINGS, CA 90670</b>		
ADDITIONAL INSURED (LESSOR) <b>VEHICLES PER SCHEDULE ON FILE WITH THE COMPANY</b>		
DESIGNATION OR DESCRIPTION OF LEASED AUTOS		

This endorsement provides only those coverages for which an entry is shown by "X" in the applicable box.

COVERAGES	LIMITS OF LIABILITY	
LIABILITY	EACH PERSON	EACH ACCIDENT
<input checked="" type="checkbox"/> COMBINED BODILY INJURY AND PROPERTY DAMAGE LIABILITY	XXXXXXXXXX	\$ 500,000.
<input type="checkbox"/> BODILY INJURY LIABILITY	\$	\$
<input type="checkbox"/> PROPERTY DAMAGE LIABILITY	XXXXXXXXXX	\$
<input type="checkbox"/> PERSONAL INJURY PROTECTION (OR EQUIVALENT NO-FAULT COVERAGE)	\$	
<input type="checkbox"/> COMBINED PHYSICAL DAMAGE	ACTUAL CASH VALUE OR COST OF REPAIR WHICHEVER IS LESS; MINUS: \$ For Each Covered Auto	
<input checked="" type="checkbox"/> COMPREHENSIVE	ACTUAL CASH VALUE OR COST OF REPAIR WHICHEVER IS LESS; MINUS: \$ 100. For Each Covered Auto	
<input checked="" type="checkbox"/> COLLISION	ACTUAL CASH VALUE OR COST OF REPAIR WHICHEVER IS LESS; MINUS: \$ 250. For Each Covered Auto	
<input type="checkbox"/> SPECIFIED PERILS	ACTUAL CASH VALUE OR COST OF REPAIR WHICHEVER IS LESS; MINUS: \$ For Each Covered Auto	

ONE OF THE <b>FIREMAN'S FUND INSURANCE COMPANIES</b> AS NAMED IN THE POLICY	<i>Myron Du Bain</i> PRESIDENT 10-X	COUNTERSIGNATURE OF AUTHORIZED AGENT
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<b>ADDITIONAL INSURED — LESSOR</b> (TCA 20 01 12 80)	
INSURED	POLICY NUMBER
PRODUCER	EFFECTIVE DATE
INSURANCE COMPANY	
POLICY NUMBER	
EFFECTIVE DATE	EXPIRATION DATE
NAMED INSURED AND ADDRESS	
ADDITIONAL INSURED (LESSOR)	
DESIGNATION OR DESCRIPTION OF LEASED AUTOS	

This endorsement provides only those coverages for which an entry is shown by "X" in the applicable box.

COVERAGES	LIMITS OF LIABILITY	
LIABILITY	EACH PERSON	EACH ACCIDENT
<input type="checkbox"/> COMBINED BODILY INJURY AND PROPERTY DAMAGE LIABILITY	XXXXXXXXX	\$
<input type="checkbox"/> BODILY INJURY LIABILITY	\$	\$
<input type="checkbox"/> PROPERTY DAMAGE LIABILITY	XXXXXXXXX	\$
<input type="checkbox"/> PERSONAL INJURY PROTECTION (OR EQUIVALENT NO-FAULT COVERAGE)	\$	
<input type="checkbox"/> COMBINED PHYSICAL DAMAGE	ACTUAL CASH VALUE OR COST OF REPAIR WHICHEVER IS LESS; MINUS: \$ For Each Covered Auto	
<input type="checkbox"/> COMPREHENSIVE	ACTUAL CASH VALUE OR COST OF REPAIR WHICHEVER IS LESS; MINUS: \$ For Each Covered Auto	
<input type="checkbox"/> COLLISION	ACTUAL CASH VALUE OR COST OF REPAIR WHICHEVER IS LESS; MINUS: \$ For Each Covered Auto	
<input type="checkbox"/> SPECIFIED PERILS	ACTUAL CASH VALUE OR COST OF REPAIR WHICHEVER IS LESS; MINUS: \$ For Each Covered Auto	

ONE OF THE <b>FIREMAN'S FUND INSURANCE COMPANIES</b> AS NAMED IN THE POLICY	COUNTER-SIGNATURE OF AUTHORIZED AGENT
<i>William A. Sullivan</i> PRESIDENT 102	

101474-2-81

Page 1 of 3

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**A. PHRASE WITH SPECIAL MEANING**

In addition to the WORDS AND PHRASES WITH SPECIAL MEANING in the policy, the following phrase has special meaning in this endorsement:

"Leased auto" means an auto leased to you for one year or more, including any substitute, replacement or extra auto needed to meet seasonal or other needs, under a leasing agreement which requires you to provide direct primary insurance for the lessor.

- B.** Any leased auto designated or described in this endorsement will be considered a covered auto you own and not a covered auto you hire or borrow. For a covered auto which is a leased auto WHO IS INSURED is changed to include as an insured the lessor named in this endorsement. However, the lessor is an insured only for bodily injury or property damage resulting from the acts or omissions of:

1. You
2. Any of your employees or agents.
3. Any person, except the lessor or any employee or agent of the lessor, operating a leased auto with the permission of any of the above.

**C. LOSS PAYABLE CLAUSE**

1. We will pay you and the lessor named in this endorsement for loss to a leased auto, as interest may appear.
2. The insurance covers the interest of the lessor unless the loss results from fraudulent acts or omissions on your part.
3. If we make any payment to the lessor, we will obtain his rights against any other party.

**D. CANCELLATION**

1. If we cancel the policy, we will mail notice to the lessor in accordance with CANCELLING THIS POLICY DURING THE POLICY PERIOD.
2. If you cancel the policy, we will mail notice to the lessor.
3. Cancellation ends this agreement.

- E.** The lessor is not liable for payment of your premiums.

**COMMERCIAL LINES**  
**CHANGE OF AUTO ENDORSEMENT**  
**THIS FORM AMENDS THIS POLICY**



**FIREMAN'S FUND INSURANCE COMPANIES**  
MAILING ADDRESS: SAN FRANCISCO, CALIFORNIA  
COVERAGE IS PROVIDED IN THE FOLLOWING COMPANY:  
**01, FIREMAN'S FUND INS. CO.**

POLICY NUMBER: 2-49 LA 310 07 53

NAMED INSURED: ANGELES CHEMICAL CO., INC., ETAL

GROUP NUMBER:  
ENDORSEMENT EFFECTIVE DATE: 1/21/82  
SEQUENTIAL ENDORSEMENT NO. 3

IN THE AUTO DECLARATIONS, THE SCHEDULE OF AUTOS YOU OWN IS AMENDED AS FOLLOWS:  
THE FOLLOWING AUTOS ARE HEREBY ADDED, LIMITS OF LIABILITY STATED ON PAGE ONE OF THE AUTO DECLARATIONS AND IN AMENDMENT FORMING A PART OF THE AUTO POLICY APPLIES TO THE COVERAGES INDICATED BY "X", STATED AMOUNT LIMITS APPLY ONLY WHERE STATED BELOW.

AUTO NO.	MODEL YEAR	TRADE NAME, MODEL, BODY TYPE, SIZE, TYPE ID NUMBER, GARAGE LOCATION	BODILY INJURY PROPERTY DAMAGE	MEDICAL PAYMENTS	PERSONAL INJURY PROTECTION	UNINSURED MOTORISTS	COMPREHENSIVE	SPECIFIED PERILS	COLLISION	TOWING
27	80	OLDSMOBILE CUTLASS #1445	X	X	X	X	50.		200.	
28	81	TOYOTA CELICA #7762	X	X	X	X	50.		200.	

THE FOLLOWING AUTOS ARE HEREBY DELETED FOR ALL COVERAGES AND LIMITS OF LIABILITY:

AUTO NO.	MODEL YEAR	TRADE NAME, MODEL, BODY TYPE, SIZE, TYPE ID NUMBER, GARAGE LOCATION	BODILY INJURY PROPERTY DAMAGE	MEDICAL PAYMENTS	PERSONAL INJURY PROTECTION	UNINSURED MOTORISTS	COMPREHENSIVE	SPECIFIED PERILS	COLLISION	TOWING

AUTO NO. LOSS PAYEE: EXCEPT FOR TOWING AND PHYSICAL DAMAGE (LOSS) IS PAYABLE TO YOU AND THE LOSS PAYEE NAMED BY INTERESTS MAY APPEAR AT THE TIME OF LOSS

27 EXECUTIVE CAR LEASING CO., 7807 SANTA MONICA BLVD., LOS ANGELES, CA 90046

OTHER CHANGES: ADDING ADD'L. INSURED FORM 101474(2/81) PER ATTACHED.

ADDITIONAL PREMIUM	RETURN PREMIUM	PAYABLE ON EFFECTIVE DATE OF ENDORSEMENT	PAYABLE AT AUDIT
\$ 1,420.			<input type="checkbox"/>

COUNTERSIGNATURE OF AUTHORIZED AGENT: DATE 2/16/82 AVP

AGENCY: MAX BEHN & ASSOCIATES, INC.

	AUTO # 27	AUTO # 28	COVERAGE	ANNUAL	ADDITIONAL	RETURN	ANNUAL	ADDITIONAL	RETURN
PIR FACTOR	.945	.945	COMBINED BI AND PD	\$ 420.	\$ 397.	\$	\$ 420.	\$ 397.	\$
TERRITORY	082	082	MED	38.	36.		38.	36.	
GARAGE LOCATION	04	04	UM	28.	26.		28.	26.	
CLASS CODE	1998	1998	PIP						
IIN			MNF						
COST NEWS/SYMBOL	9,150	8,560	COMP	72.	68.		72.	68.	
AGE GROUP	3	2	SPECIFIED PERILS						
			COLL	194.	183.		194.	183.	
			TOWING						
			SUBTOTAL		710.			710.	

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**ADDITIONAL INSURED — LESSOR**  
(CA 20 01 12 80)

INSURED <b>ANGELES CHEMICAL CO., INC., ETAL</b>	POLICY NUMBER <b>2-49 LA 310 07 53</b>
PRODUCER <b>HAX BEHN &amp; ASSOCIATES, INC.</b>	EFFECTIVE DATE <b>1/21/82</b>

INSURANCE COMPANY <b>FIREMAN'S FUND</b>		POLICY NUMBER <b>2-49 LA 310 07 53</b>
EFFECTIVE DATE <b>1/1/82</b>	EXPIRATION DATE <b>1/1/85</b>	
NAMED INSURED AND ADDRESS <b>ANGELES CHEMICAL CO., INC. &amp; STALLION TANK LINES, INC. 8915 SORENSON AVE SANTA FE SPRINGS, CA 90670</b>		
ADDITIONAL INSURED (LESSOR) <b>EXECUTIVE CAR LEASING CO. 7807 SANTA MONICA BLVD. LOS ANGELES, CA 90046</b>		
DESIGNATION OR DESCRIPTION OF LEASED AUTOS <b>AUTO #27, OLDSMOBILE CUTLASS #1445 AUTO #28, TOYOTA CELICA #7762</b>		

This endorsement provides only those coverages for which an entry is shown by "X" in the applicable box.

COVERAGES	LIMITS OF LIABILITY	
	EACH PERSON	EACH ACCIDENT
<input checked="" type="checkbox"/> COMBINED BODILY INJURY AND PROPERTY DAMAGE LIABILITY	XXXXXXXX	\$ 500,000.
<input type="checkbox"/> BODILY INJURY LIABILITY	\$	\$
<input type="checkbox"/> PROPERTY DAMAGE LIABILITY	XXXXXXXX	\$
<input type="checkbox"/> PERSONAL INJURY PROTECTION (OR EQUIVALENT NO-FAULT COVERAGE)	\$	
<input type="checkbox"/> COMBINED PHYSICAL DAMAGE	ACTUAL CASH VALUE OR COST OF REPAIR WHICHEVER IS LESS; MINUS: \$ For Each Covered Auto	
<input checked="" type="checkbox"/> COMPREHENSIVE	ACTUAL CASH VALUE OR COST OF REPAIR WHICHEVER IS LESS; MINUS: \$ 50. For Each Covered Auto	
<input checked="" type="checkbox"/> COLLISION	ACTUAL CASH VALUE OR COST OF REPAIR WHICHEVER IS LESS; MINUS: \$ 200. For Each Covered Auto	
<input type="checkbox"/> SPECIFIED PERILS	ACTUAL CASH VALUE OR COST OF REPAIR WHICHEVER IS LESS; MINUS: \$ For Each Covered Auto	

2/16/82 AVP

ONE OF THE  
FIREMAN'S FUND INSURANCE COMPANIES

*Marion Du Bois*

CORRESPONDS WITH ENDT. #3

COUNTERSIGNATURE OF AUTHORIZED AGENT

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# ENDORSEMENT

COMMENCEMENT OF POLICY 1-1-82			EXPIRATION OF POLICY 1-1-85		
AMOUNT OF INSURANCE	PERILS FIRE ECE	OLD RATE	NEW RATE	ADDITIONAL PREMIUM	RETURN PREMIUM

IT IS HEREBY UNDERSTOOD AND AGREED THAT THE

☐ NAME OF INSURED  
 ☒ MAILING ADDRESS OF INSURED  
☐ INCEPTION DATE  
☐ EXPIRATION DATE  
☐ TERM  
☐ AMOUNT  
☐ RATE  
☐ PREMIUM  
☐ DESCRIPTION OF PROPERTY COVERED  
☐ DESCRIPTION OF LOCATION OF PROPERTY  
☐ DESCRIPTION OF KIND OF ROOF  
☐ MORTGAGEE OR PAYEE

IS ☐ CORRECTED  
 TO READ AS FOLLOWS:  
☒ CHANGED

P.O. BOX 2163  
 SANTA FE SPRINGS, CA 90670

*CONSENT BY INSURED		*CONSENT BY MORTGAGEE OR PAYEE	
*NOT REQUIRED UNLESS POLICY IS REDUCED OR RESTRICTED BY THIS ENDORSEMENT.			
3-10-82DA POLICY NUMBER 2-49 LA 310 07 53	INSURED'S NAME & ADDRESS ANGELES CHEMICAL CO., INC., ETAL		END #4 EFFECTIVE 1-1-82
FIREMAN'S FUND INSURANCE COMPANY THE AMERICAN INSURANCE COMPANY NATIONAL SURETY CORPORATION ASSOCIATED INDEMNITY CORPORATION AMERICAN AUTOMOBILE INSURANCE COMPANY <i>Myron Du Buis</i> PRESIDENT		PRODUCER MAX NEW & ASSOCIATES, INC. COUNTERSIGNATURE OF AUTHORIZED AGENT	

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This endorsement modifies such insurance as is afforded by the provisions of the policy relating to the following:  
**COMPREHENSIVE GENERAL LIABILITY INSURANCE—COMPLETED OPERATIONS AND PRODUCTS LIABILITY INSURANCE**

**ADDITIONAL INSURED  
(Vendors — Broad Form)**

It is agreed that the "Persons Insured" provision is amended to include as an insured the person or organization designated below as vendor subject to the following provisions:

1. The insurance applies only to the distribution or sale by the vendor of the named insured's products and then only to any liability arising out of the named insured's negligence or any defect or condition in such product existing when such product was relinquished by the named insured to the vendor.
2. The insurance with respect to the vendor does not apply to any liability arising out of:
  - (a) Any express warranty unauthorized by the named insured;
  - (b) Any repacking of the product unless solely for the purpose of inspection, demonstration, testing or the substitution of parts under instructions from the named insured and then repacked in the original container;
  - (c) Any product which after distribution or sale by the named insured has been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor;
  - (d) Any failure to maintain the product in merchantable condition;
  - (e) Any physical or chemical change in the form of the product made intentionally by the vendor.
3. The insurance does not apply to any person or organization as insured from whom the named insured has acquired such product or any ingredient, part or container, entering into, accompanying or containing such product.

**DESIGNATED VENDOR**

**STANDARD BRANDS  
4300 W. 190TH ST.  
TORRANCE, CA 90509**

<b>3-10-82DA</b> POLICY NUMBER	INSURED	<b>ENDT #5</b> EFFECTIVE
<b>2-49 LA 310 07 53</b>	<b>ANGELES CHEMICAL CO., INC., ETAL</b>	<b>2-2-82</b>
ONE OF THE <b>FIREMAN'S FUND INSURANCE COMPANIES</b> AS NAMED IN THE POLICY  <i>Myron A. Bain</i> PRESIDENT	PRODUCER <b>MAX BEHL &amp; ASSOCIATES, INC.</b> COUNTERSIGNATURE OF AUTHORIZED AGENT	

105237-7-79

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**COMMERCIAL LINES**  
**CHANGE OF AUTO ENDORSEMENT**  
**THIS FORM AMENDS THIS POLICY**



**FIREMAN'S FUND INSURANCE COMPANIES**  
 MAILING ADDRESS: SAN FRANCISCO, CALIFORNIA  
 COVERAGE IS PROVIDED IN THE FOLLOWING COMPANY  
 A STOCK COMPANY:  
**01 FIREMAN'S FUND INS. CO.**

POLICY NUMBER **2-49 LA 310 07 53**

GROUP NUMBER:  
 ENDORSEMENT  
 EFFECTIVE DATE: **3-31-82**  
 SEQUENTIAL  
 ENDORSEMENT NO. **6**

NAMED INSURED: **ANGELES CHEMICAL CO., INC., ETAL**

IN THE AUTO DECLARATIONS, THE SCHEDULE OF AUTOS YOU OWN IS AMENDED AS FOLLOWS:  
 THE FOLLOWING AUTOS ARE HEREBY ADDED, LIMITS OF LIABILITY STATED ON PAGE ONE OF THE AUTO DECLARATIONS AND IN ANY ENDORSEMENT  
 FORMING A PART OF THE AUTO POLICY APPLIES TO THE COVERAGES INDICATED BY "X", STATED AMOUNT LIMITS APPLY ONLY WHERE STATED BELOW.

AUTO NO.	MODEL YEAR	TRADE NAME, MODEL, BODY TYPE, SIZE, TYPE ID NUMBER, GARAGE LOCATION	BODILY PROPERTY DAMAGE	MEDICAL PAYMENTS	PERSONAL INJURY PROTECTION	MISC. COVERAGE	UNINSURED MOTORISTS	UNDERINSURED MOTORISTS	COMPREHENSIVE		SPECIFIED PERILS		COLLISION ACV LESS DEDUCTIBLE	TOWING
									ACV OR \$	LESS DEDUCTIBLE \$	ACV OR \$	LESS DEDUCTIBLE \$		
AUTOS ADDED:														
THE FOLLOWING AUTOS ARE HEREBY DELETED FOR ALL COVERAGES AND LIMITS OF LIABILITY.														
AUTOS DELETED:														
AUTO NO.	LOSS PAYEE: EXCEPT FOR TOWING ALL PHYSICAL DAMAGE (LOSS) IS PAYABLE TO YOU AND THE LOSS PAYEE NAMED BELOW AS INTERESTS MAY APPEAR AT THE TIME OF LOSS													
	BANK OF AMERICA, 1840 LONG BEACH BLVD., LONG BEACH, CA.													
<input checked="" type="checkbox"/>	OTHER CHANGES ADDING LOSS PAYEE AND ADDITIONAL INSURED PER FORM 101474(2-81) ATTACHED.													
ADDITIONAL PREMIUM			RETURN PREMIUM			PAYABLE ON EFFECTIVE DATE OF ENDORSEMENT			PAYABLE AT AUDIT					
\$			\$			\$			<input type="checkbox"/>					
COUNTERSIGNATURE OF AUTHORIZED AGENT										DATE				
										4-19-82DA				
AGENCY														
MAX BEHN & ASSOCIATES, INC.														
PIR FACTOR TERRITORY GARAGE LOCATION CLASS CODE IIN COST NEWS/SYMBOL AGE GROUP	AUTO #	AUTO #	COVERAGE	PREMIUMS AUTO #			PREMIUMS AUTO #							
				ANNUAL	ADDITIONAL	RETURN	ANNUAL	ADDITIONAL	RETURN					
			COMBINED BI AND PD	\$	\$	\$	\$	\$	\$					
			MED											
			UM											
			PIP											
			MNF											
			COMP											
			SPECIFIED PERILS											
			COLL											
			TOWING											
			SUBTOTAL											

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**ADDITIONAL INSURED — LESSOR**  
(CA 20 01 12 80)

<b>INSURED</b> <b>ANGELES CHEMICAL CO., INC., ETAL</b>	<b>POLICY NUMBER</b> <b>2-49 1A 310 07 53</b>
<b>PRODUCER</b> <b>MAX BEH &amp; ASSOCIATES, INC.</b>	<b>EFFECTIVE DATE</b> <b>3-31-82</b>

<b>INSURANCE COMPANY</b> <b>FIREMAN'S FUND INSURANCE COMPANY</b>		<b>POLICY NUMBER</b> <b>2-49 1A 310 07 53</b>
<b>EFFECTIVE DATE</b> <b>1-1-82</b>	<b>EXPIRATION DATE</b> <b>1-1-85</b>	
<b>NAMED INSURED AND ADDRESS</b> <b>ANGELES CHEMICAL CO., INC., ETAL</b> <b>P.O. BOX 2163</b> <b>SANTA FE SPRINGS, CA. 90670</b>		
<b>ADDITIONAL INSURED (LESSOR)</b> <b>BOULEVARD LEASING</b> <b>1890 LONG BEACH BLVD.</b> <b>LONG BEACH, CA 90806</b>		
<b>DESIGNATION OR DESCRIPTION OF LEASED AUTOS</b> <b>82 OLDSMOBILE CUTLASS SUPREME #1G3AR69A7CM505197</b>		

This endorsement provides only those coverages for which an entry is shown by "X" in the applicable box.

COVERAGES	LIMITS OF LIABILITY	
	EACH PERSON	EACH ACCIDENT
<input checked="" type="checkbox"/> <b>COMBINED BODILY INJURY AND PROPERTY DAMAGE LIABILITY</b>	XXXXXXXX	\$ 500,000.
<input type="checkbox"/> <b>BODILY INJURY LIABILITY</b>	\$	\$
<input type="checkbox"/> <b>PROPERTY DAMAGE LIABILITY</b>	XXXXXXXX	\$
<input type="checkbox"/> <b>PERSONAL INJURY PROTECTION (OR EQUIVALENT NO-FAULT COVERAGE)</b>	\$	
<input type="checkbox"/> <b>COMBINED PHYSICAL DAMAGE</b>	ACTUAL CASH VALUE OR COST OF REPAIR WHICHEVER IS LESS; MINUS: \$ For Each Covered Auto	
<input checked="" type="checkbox"/> <b>COMPREHENSIVE</b>	ACTUAL CASH VALUE OR COST OF REPAIR WHICHEVER IS LESS; MINUS: \$ 100. For Each Covered Auto	
<input checked="" type="checkbox"/> <b>COLLISION</b>	ACTUAL CASH VALUE OR COST OF REPAIR WHICHEVER IS LESS; MINUS: \$ 250. For Each Covered Auto	
<input type="checkbox"/> <b>SPECIFIED PERILS</b>	ACTUAL CASH VALUE OR COST OF REPAIR WHICHEVER IS LESS; MINUS: \$ For Each Covered Auto	

<b>4-19-82DA</b>	<b>ONE OF THE</b> <b>FIREMAN'S FUND INSURANCE COMPANIES</b> <b>AS NAMED IN THE POLICY</b>	<i>Myron R. Bain</i> <b>PRESIDENT IO-X</b>	<b>CORRESPONDS TO ENDORSEMENT #6</b> <b>COUNTERSIGNED BY AUTHORIZED AGENT</b>
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101474-2-81

Page 1 of 2

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COMPOSITE RATE ENDORSEMENT

INSURED ANGELES CHEMICAL CO., INC., ETAL	POLICY NUMBER 2-49 LA 310 07 53
PRODUCER MAX BEHN & ASSOCIATES, INC.	EFFECTIVE DATE 1-1-83

IT IS UNDERSTOOD AND AGREED THAT THE PREMIUM FOR THE COMPREHENSIVE GENERAL LIABILITY, AND BUSINESS AUTO PORTION OF THIS POLICY FOR THE PERIOD OF 1-1-83 TO 1-1-84 SHALL BE DETERMINED BY APPLICATION OF THE FOLLOWING COMPOSITE RATE PER \$1,000. OF GROSS RECEIPTS AS DEFINED IN THE MANUAL OF LIABILITY INSURANCE.

ESTIMATED RECEIPTS \$20,000,000.  
TOTAL DEPOSIT \$ 39,880.

			PREMIUMS	CODES
COMPOSITE RATE: LIABILITY	OBI	1.1967	\$23,541.	324-70050
	OPD	INCL		
	ABI	.7973		.4592.
AUTO LIABILITY	APD	INCL	16,339.	
	COMP	INCL		4592.
	COLL	INCL		
		1.994	39,880.	

IT IS AGREED THE MINIMUM PREMIUM FOR THE COMPOSITE RATED PORTIONS OF THIS POLICY SHALL BE:

ANNUAL MINIMUM PREMIUM : \$35,892.

1-17-83DA

ENDT 18

ONE OF THE FIREMAN'S FUND INSURANCE COMPANIES AS NAMED IN THE POLICY	<i>Myron De Baine</i> PRESIDENT 10-X	COUNTERSIGNATURE OF AUTHORIZED AGENT
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180001-1-65

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**COMMERCIAL COVERAGE**  
**BUSINESS AUTO POLICY**  
**GARAGE POLICY**  
**TRUCKERS' POLICY**  
**CHANGE OF AUTO ENDORSEMENT**

**FIREMAN'S FUND INSURANCE COMPANIES**  
MAILING ADDRESS: SAN FRANCISCO, CALIFORNIA  
COVERAGE IS PROVIDED IN THE FOLLOWING COMPANY:  
A STOCK COMPANY:  
**01 FIREMAN'S FUND INSURANCE COMPANY**

POLICY NUMBER **2-49 LA 310 07 53**

GROUP NUMBER:  
ENDORSEMENT EFFECTIVE DATE: **6-22-83**

NAMED INSURED: **ANGELES CHEMICAL CO., INC., ETAL**

SEQUENTIAL ENDORSEMENT NO. **9**

IN THE AUTO DECLARATIONS, THE SCHEDULE OF COVERED AUTOS YOU OWN IS AMENDED AS FOLLOWS:  
THE FOLLOWING AUTOS ARE HEREBY ADDED, LIMITS OF LIABILITY STATED ON PAGE ONE OF THE AUTO DECLARATIONS AND IN ANY ENDORSEMENT FORMING A PART OF THE AUTO POLICY APPLIES TO THE COVERAGES INDICATED BY "X", STATED AMOUNT LIMITS APPLY ONLY WHERE STATED BELOW.

AUTO NO.	MODEL YEAR	TRADE NAME, MODEL, BODY TYPE, SIZE TYPE, ID NUMBER, GARAGE LOCATION	BODILY INJURY PROPERTY DAMAGE	MEDICAL PAYMENTS	PERSONAL INJURY PROTECTION	MISCELLANEOUS COVERAGE	UNINSURED MOTORISTS	UNDERINSURED MOTORISTS	COMPREHENSIVE		SPECIFIED PERILS		COLLISION ACV LESS DEDUCTIBLE \$	COMBINED PHYSICAL DAMAGE		TOWING
									ACV OR \$	LESS DEDUCTIBLE \$	ACV OR \$	LESS DEDUCTIBLE \$		ACV OR \$	LESS DEDUCTIBLE \$	

THE FOLLOWING AUTOS ARE HEREBY DELETED FOR ALL COVERAGES AND LIMITS OF LIABILITY:

AUTOS DELETED:			BODILY INJURY PROPERTY DAMAGE	MEDICAL PAYMENTS	PERSONAL INJURY PROTECTION	MISCELLANEOUS COVERAGE	UNINSURED MOTORISTS	UNDERINSURED MOTORISTS	COMPREHENSIVE	SPECIFIED PERILS	COLLISION ACV LESS DEDUCTIBLE \$	COMBINED PHYSICAL DAMAGE	TOWING

AUTO NO. LOSS PAYEE: EXCEPT FOR TOWING ALL PHYSICAL DAMAGE (LOSS) IS PAYABLE TO YOU AND THE LOSS PAYEE NAMED BELOW AS INTERESTS MAY APPEAR AT THE TIME OF LOSS

**GMAC, P.O. BOX 5000, WESTMINSTER, CA. 92683**

☐ OTHER CHANGES  
☒ ADDING ADDITIONAL INSURED PER FORM 101474-2-81 ATTACHED.

ADDITIONAL PREMIUM	RETURN PREMIUM	PAYABLE ON EFFECTIVE DATE OF ENDORSEMENT	PAYABLE AT AUDIT
\$	\$	\$	<input type="checkbox"/>

COUNTERSIGNATURE OF AUTHORIZED AGENT

DATE

AGENCY

**7-15-83DA**

**MAX SEIM & ASSOCIATES, INC.**

	AUTO #	AUTO #	COVERAGE	PREMIUMS AUTO #			PREMIUMS AUTO #		
				ANNUAL	ADDITIONAL	RETURN	ANNUAL	ADDITIONAL	RETURN
PIR FACTOR			COMBINED BI AND PD	\$	\$	\$	\$	\$	\$
TERRITORY			MED						
GARAGE LOCATION			UM						
CLASS CODE			PIP						
IIIN			MNF						
COST NEW/SYMBOL			COMP						
AGE GROUP			SPECIFIED PERILS						
			COLL						
			TOWING						
			SUBTOTAL						

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**ADDITIONAL INSURED — LESSOR**  
(CA 20 01 12 80)

INSURED <b>ANGELES CHEMICAL CO., INC., ETAL</b>	POLICY NUMBER <b>2-49 LA 310 07 53</b>
PRODUCER <b>MAX BEHN &amp; ASSOCIATES, INC.</b>	EFFECTIVE DATE <b>6-22-83</b>

INSURANCE COMPANY <b>FIREMAN'S FUND INSURANCE COMPANY</b>		POLICY NUMBER <b>2-49 LA 310 07 53</b>
EFFECTIVE DATE <b>1-1-82</b>	EXPIRATION DATE <b>1-1-85</b>	
NAMED INSURED AND ADDRESS <b>ANGELES CHEMICAL CO., INC., ETAL P.O. BOX 2163 SANTA FE SPRINGS, CA. 90670</b>		
ADDITIONAL INSURED (LESSOR) <b>BULEVARD RENTAL &amp; LEASING 1890 LONG BEACH BLVD. LONG BEACH, CA. 90806</b>		
DESIGNATION OR DESCRIPTION OF LEASED AUTOS <b>1983 BUICK REGAL #1GNAJ69A8DH957592</b>		

This endorsement provides only those coverages for which an entry is shown by "X" in the applicable box.

COVERAGES		LIMITS OF LIABILITY	
LIABILITY		EACH PERSON	EACH ACCIDENT
<input type="checkbox"/> COMBINED BODILY INJURY AND PROPERTY DAMAGE LIABILITY		XXXXXXXX	\$
<input type="checkbox"/> BODILY INJURY LIABILITY		\$	\$
<input type="checkbox"/> PROPERTY DAMAGE LIABILITY		XXXXXXXX	\$
<input type="checkbox"/> PERSONAL INJURY PROTECTION (OR EQUIVALENT NO-FAULT COVERAGE)		\$	
<input type="checkbox"/> COMBINED PHYSICAL DAMAGE	ACTUAL CASH VALUE OR COST OF REPAIR WHICHEVER IS LESS; MINUS: \$ For Each Covered Auto		
<input type="checkbox"/> COMPREHENSIVE	ACTUAL CASH VALUE OR COST OF REPAIR WHICHEVER IS LESS; MINUS: \$ For Each Covered Auto		
<input type="checkbox"/> COLLISION	ACTUAL CASH VALUE OR COST OF REPAIR WHICHEVER IS LESS; MINUS: \$ For Each Covered Auto		
<input type="checkbox"/> SPECIFIED PERILS	ACTUAL CASH VALUE OR COST OF REPAIR WHICHEVER IS LESS; MINUS: \$ For Each Covered Auto		

7-15-83DA

CORRESPONDS TO END 19

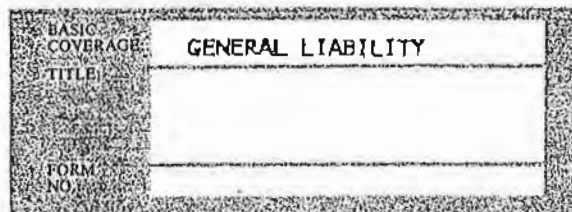
ONE OF THE <b>FIREMAN'S FUND INSURANCE COMPANIES</b> AS NAMED IN THE POLICY	<i>Myron R. Bain</i> PRESIDENT 10-X	COUNTERSIGNATURE OF AUTHORIZED AGENT
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Page 1 of 1

FFIC0050643

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IF THE FOLLOWING INFORMATION IS NOT COMPLETE, REFER TO THE APPROPRIATE DECLARATIONS ATTACHED TO THE POLICY.

INSURED ANGELES CHEMICAL CO., INC., ETAL	POLICY NUMBER 2-49 LA 310 07 53	SEQUENTIAL NO. 10
PRODUCER MAX BEHM & ASSOC., INC.	EFFECTIVE DATE 12/26/83	

DECLARATIONS

THE PREMIUM FOR THIS POLICY AMENDMENT IS INCLUDED IN THE PREMIUM SHOWN ON THE GENERAL DECLARATIONS UNLESS A SPECIFIC AMOUNT IS SHOWN HERE:

☐ ADDITIONAL PREMIUM \$ AT AUDIT ☐ RETURN PREMIUM \$

ADDING DWELLINGS-ONE FAMILY (LESSOR'S RISK ONLY)  
CODE 314-012-65143-1 LOCATED 25001 VILLA VISTA,  
MAMMOTH LAKES, CA 93546.  
AMENDING MULTICOVER TO REFLECT ABOVE CHANGE.

AMENDMENT

ONE OF THE FIREMAN'S FUND INSURANCE COMPANIES AS NAMED IN THE POLICY	 PRESIDENT 10XCL	COUNTERSIGNATURE OF AUTHORIZED AGENT
----------------------------------------------------------------------------	---------------------	--------------------------------------

STOCK NO. 140510-11-R2

FFIC0050647

FFIC\_EPA\_0000150

## CHANGE OF AUTO ENDORSEMENT

COVERAGE IS PROVIDED IN THE FOLLOWING COMPANY,  
A STOCK COMPANY:

01 FIREMAN'S FUND

GROUP NUMBER:  
ENDORSEMENT  
EFFECTIVE DATE: 12/7/83  
SEQUENTIAL  
ENDORSEMENT NO. 11

[illegible][illegible]

☒ OTHER CHANGES ADDING LOSS PAYEE PER ABOVE AND ADDITIONAL INSURED PER FORM CA20011280  
BOTH AS RESPECTS 1984 JAGUAR XJS COUPE #1SAJNV584GEC113003

ADDITIONAL PREMIUM	RETURN PREMIUM	PAYABLE ON EFFECTIVE DATE OF ENDORSEMENT	PAYABLE AT AUDIT
\$ NONE	\$	\$	<input type="checkbox"/>

DATE \_\_\_\_\_

AGENCY

	AUTO #	AUTO #	COVERAGE	PREMIUMS AUTO #			PREMIUMS AUTO #		
				ANNUAL	ADDITIONAL	RETURN	ANNUAL	ADDITIONAL	RETURN
PIR FACTOR			COMBINED	\$	\$	\$	\$	\$	\$
TERRITORY			BI AND PD						
GARAGE LOCATION			MEO						
CLASS CODE			UM						
IIN			PIP						
COST NEW/SYMBOL			MNF						
AGE GROUP			COMP						
			SPECIFIED						
			PERILS						
			COLL						
			TOWING						
			SUBTOTAL						

FFIC EPA 0000151

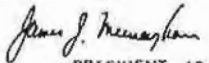
**ADDITIONAL INSURED — LESSOR**  
(CA 20 01 12 80)

INSURED	POLICY NUMBER
PRODUCER	2-49 LA 310 07 53
	EFFECTIVE DATE

INSURANCE COMPANY		POLICY NUMBER	
FIREMAN'S FUND		2-49 LA 310 07 53	
EFFECTIVE DATE		EXPIRATION DATE	
1/1/82		1/1/85	
NAMED INSURED AND ADDRESS			
ANGELES CHEMICAL CO., INC., ETAL P O BOX 2163 SANTA FE SPRINGS, CA 90670			
ADDITIONAL INSURED (LESSOR)			
BOULEVARD LEASING 1890 LONG BEACH BLVD LONG BEACH, CA 90806			
DESIGNATION OR DESCRIPTION OF LEASED AUTOS			
1984 JAGUAR XJS COUPE #SAJNV5846EC113003			

This endorsement provides only those coverages for which an entry is shown by "X" in the applicable box.

COVERAGES		LIMITS OF LIABILITY	
LIABILITY		EACH PERSON	EACH ACCIDENT
<input checked="" type="checkbox"/> COMBINED BODILY INJURY AND PROPERTY DAMAGE LIABILITY		XXXXXXXX	\$ 500,000.
<input type="checkbox"/> BODILY INJURY LIABILITY		\$	\$
<input type="checkbox"/> PROPERTY DAMAGE LIABILITY		XXXXXXXX	\$
<input type="checkbox"/> PERSONAL INJURY PROTECTION (OR EQUIVALENT NO-FAULT COVERAGE)		\$	
<input type="checkbox"/> COMBINED PHYSICAL DAMAGE	ACTUAL CASH VALUE OR COST OF REPAIR WHICHEVER IS LESS; MINUS: \$ For Each Covered Auto		
<input checked="" type="checkbox"/> COMPREHENSIVE	ACTUAL CASH VALUE OR COST OF REPAIR WHICHEVER IS LESS; MINUS: \$ 250 For Each Covered Auto		
<input checked="" type="checkbox"/> COLLISION	ACTUAL CASH VALUE OR COST OF REPAIR WHICHEVER IS LESS; MINUS: \$ 250 For Each Covered Auto		
<input type="checkbox"/> SPECIFIED PERILS	ACTUAL CASH VALUE OR COST OF REPAIR WHICHEVER IS LESS; MINUS: \$ For Each Covered Auto		

ONE OF THE <b>FIREMAN'S FUND INSURANCE COMPANIES</b> AS NAMED IN THE POLICY	 PRESIDENT 10-X	CORRESPONDS TO END 811 COUNTERSIGNATURE OF AUTHORIZED AGENT
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FFIC0050646

FFIC\_EPA\_0000152



COMMERCIAL COVERAGE
CHANGE ENDORSEMENT

BASIC COVERAGE	MONOLINE POLICY
TITLE	ANNIVERSARY END'T
FORM NO.	SEE BELOW

IF THE FOLLOWING INFORMATION IS NOT COMPLETE, REFER TO THE APPROPRIATE DECLARATIONS ATTACHED TO THE POLICY.

INSURED ANGELES CHEMICAL CO., INC.	POLICY NUMBER 2-49 LA 310 07 53	SEQUENTIAL NO. 12
PRODUCER MAX BEHM & ASSOCIATES, INC.	EFFECTIVE DATE 1/1/84	

### DECLARATIONS

THE PREMIUM FOR THIS POLICY AMENDMENT IS INCLUDED IN THE PREMIUM SHOWN ON THE GENERAL DECLARATIONS UNLESS A SPECIFIC AMOUNT IS SHOWN HERE:

☒ ADDITIONAL PREMIUM \$ 45,540. ☐ RETURN PREMIUM \$

AMENDED AS FOLLOWS:

#### MAILING ADDRESS

P O BOX 2163  
SANTA FE SPRINGS, CA 90670

REDACTED

### AMENDMENT

THESE DECLARATIONS AND FORMS ATTACHED, REPLACE ALL PRIOR DECLARATIONS AND FORMS OF THE POLICY, EXCEPT WORKMAN'S COMPENSATION AND EMPLOYER'S LIABILITY POLICY, IF ANY. FORMS ATTACHED: \*

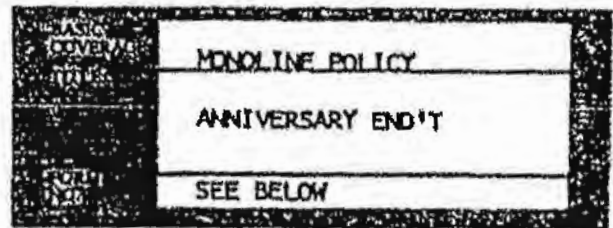
180042(8/68)2  
GL00020173  
GL00190778  
105161(9/83)  
105237(7/79 REV)  
180001(1/65)  
105244(8/80 REV)  
140583(11/81 REV)  
CA99190178  
101609(11/82)  
CA20011280  
100904(11/82)  
CA21020880

ONE OF THE FIREMAN'S FUND INSURANCE COMPANIES AS NAMED IN THE POLICY	<i>James J. Hennehan</i> PRESIDENT 10XCL	COUNTERSIGNATURE OF AUTHORIZED AGENT
----------------------------------------------------------------------------	---------------------------------------------	--------------------------------------

STOCK NO. 140519-17-87

FFIC0050648

FFIC\_EPA\_0000153



IF THE FOLLOWING INFORMATION IS NOT COMPLETE, REFER TO THE APPROPRIATE DECLARATIONS ATTACHED TO THE POLICY.

INSURED ANGELES CHEMICAL CO., INC.	POLICY NUMBER 2-49 LA 310 07 53	SEQUENTIAL NO. 12
PRODUCER MAX BEHM & ASSOCIATES, INC.	EFFECTIVE DATE 1/1/84	

### DECLARATIONS

THE PREMIUM FOR THIS POLICY AMENDMENT IS INCLUDED IN THE PREMIUM SHOWN ON THE GENERAL DECLARATIONS UNLESS A SPECIFIC AMOUNT IS SHOWN HERE:

☒ ADDITIONAL PREMIUM \$45,540.

☐ RETURN PREMIUM \$

AMENDED AS FOLLOWS:

MAILING ADDRESS

P O BOX 2163

SANTA FE SPRINGS, CA 90670

PRINT NAME

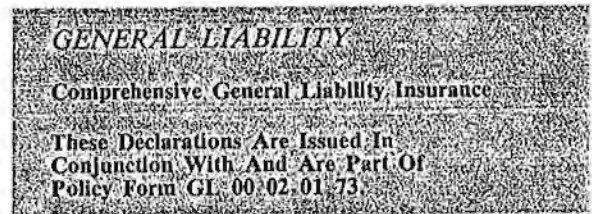
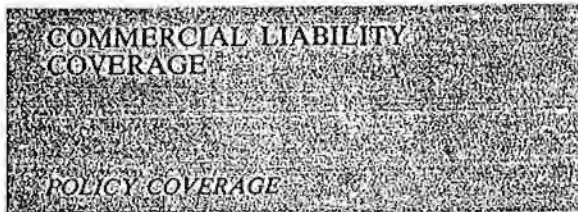
### AMENDMENT

THESE DECLARATIONS AND FORMS ATTACHED, REPLACE ALL PRIOR DECLARATIONS AND FORMS OF THE POLICY, EXCEPT WORKMAN'S COMPENSATION AND EMPLOYER'S LIABILITY POLICY, IF ANY. FORMS ATTACHED:

180042(8/68)2  
GL00020173  
GL00190778  
105161(9/83)  
105237(7/79 REV)  
180001(1/65)  
105244(8/80 REV)  
140583(11/81 REV)  
CA99190178  
101609(11/82)  
CA20011280  
100904(11/82)  
CA21020880

ONE OF THE  
FIREMAN'S FUND INSURANCE COMPANIES  
AS NAMED IN THE POLICY

COUNTERSIGNATURE OF AUTHORIZED AGENT



IF THE FOLLOWING INFORMATION IS NOT COMPLETE, REFER TO THE APPROPRIATE DECLARATIONS ATTACHED TO THE POLICY.

INSURED	POLICY NUMBER 0-49 1A 310 07 53	SEQUENTIAL NO.
PRODUCER	EFFECTIVE DATE	

### DECLARATIONS

INSURANCE IS PROVIDED ONLY FOR THOSE COVERAGES FOR WHICH LIMITS OF LIABILITY ARE STATED IN THE PLACE PROVIDED IN THESE DECLARATIONS.

COVERAGES	LIMITS OF LIABILITY	
	EACH OCCURRENCE	AGGREGATE
COMPREHENSIVE GENERAL LIABILITY COVERAGE PART		
BODILY INJURY LIABILITY	\$ ,000	\$ ,000
PROPERTY DAMAGE LIABILITY	\$ ,000	\$ ,000
COMBINED BODILY INJURY AND PROPERTY DAMAGE LIABILITY	\$ 500 ,000	\$ 500 ,000

THE AUDIT PERIOD SHALL BE: ☐ MONTHLY ☐ QUARTERLY ☒ ANNUALLY

GENERAL LIABILITY COMPOSITE RATED RISK PER COMPOSITE RATE ENDT ATTACHED.

OK

This Form must be attached to Change Endorsement when issued after the Policy is written.



STOCK NO. S951 (C)-CGL-11-82

FFIC0050655

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## COMMERCIAL LIABILITY COVERAGE

### POLICY COVERAGE

## GENERAL LIABILITY COVERAGE

Comprehensive General  
Liability Insurance

GL 00 02 01 73

These policy provisions, together with all applicable terms, conditions and exclusions of the policy and the coverage parts and endorsements made a part hereof by designation in the Declarations, complete the Liability Coverage of this policy.

### COVERAGE PART — COMPREHENSIVE GENERAL LIABILITY INSURANCE

#### 1. INSURING AGREEMENT

The Company will pay on behalf of the insured all sums which the insured shall become legally obligated to pay as damages because of bodily injury or property damage to which this insurance applies, caused by an occurrence, and the Company shall have the right and duty to defend any suit against the insured seeking damages on account of such bodily injury or property damage, even if any of the allegations of the suit are groundless, false or fraudulent, and may make such investigation and settlement of any claim or suit as it deems expedient, but the Company shall not be obligated to pay any claim or judgment or to defend any suit after the applicable limit of the Company's liability has been exhausted by payment of judgments or settlements.

#### 2. EXCLUSIONS

This insurance does not apply:

- (a) to liability assumed by the insured under any contract or agreement except an incidental contract; but this exclusion does not apply to a warranty of fitness or quality of the named insured's products or a warranty that work performed by or on behalf of the named insured will be done in a workmanlike manner;
- (b) to bodily injury or property damage arising out of the ownership, maintenance, operation, use, loading or unloading of (1) any automobile or aircraft owned or operated by or rented or loaned to any insured, or (2) any other automobile or aircraft operated by any person in the course of his employment by any insured; but this exclusion does not apply to the parking of an automobile on premises owned by, rented to or controlled by the named insured or the ways immediately adjoining, if such automobile is not owned by or rented or loaned to any insured;
- (c) to bodily injury or property damage arising out of (1) the ownership, maintenance, operation, use, loading or unloading of any mobile equipment while being used in any prearranged or organized racing, speed or demolition contest or in any stunting activity or in practice or preparation for any such contest or activity or (2) the operation or use of any snowmobile or trailer designed for use therewith;

(d) to bodily injury or property damage arising out of and in the course of the transportation of mobile equipment by an automobile owned or operated by or rented or loaned to any insured;

(e) to bodily injury or property damage arising out of the ownership, maintenance, operation, use, loading or unloading of (1) any watercraft owned or operated by or rented or loaned to any insured, or (2) any other watercraft operated by any person in the course of his employment by any insured; but this exclusion does not apply to watercraft while ashore on premises owned by, rented to or controlled by the named insured;

(f) to bodily injury or property damage arising out of the discharge, dispersal, release or escape of smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, liquids or gases, waste materials or other irritants, contaminants or pollutants into or upon land, the atmosphere or any water course or body of water; but this exclusion does not apply if such discharge, dispersal, release or escape is sudden and accidental;

(g) to bodily injury or property damage due to war, whether or not declared, civil war, insurrection, rebellion or revolution or to any act or condition incident to any of the foregoing, with respect to (1) liability assumed by insured under an incidental contract, or (2) expenses for first aid under the Supplementary Payments provision;

(h) to bodily injury or property damage for which the insured or his indemnitee may be held liable (1) as a person or organization engaged in the business of manufacturing, distributing, selling or serving alcoholic beverages, or (2) if not so engaged, as an owner or lessor of premises used for such purposes, if such liability is imposed (i) by, or because of the violation of, any statute, ordinance or regulation pertaining to the sale, gift, distribution or use of any alcoholic beverage, or (ii) by reason of the selling, serving or giving of any alcoholic beverage to a minor or to a person under the influence of alcohol or which causes or contributes to the intoxication of any person; but part (ii) of this exclusion does not apply with respect to liability of the insured or his indemnitee as an owner or lessor described in (2) above;

This Endorsement must be attached to Change Endorsement when issued after the Policy is written.

ONE OF THE FIREMAN'S FUND INSURANCE COMPANIES AS NAMED IN THE POLICY

11XCL

*James J. McLaughlin*  
PRESIDENT

STOCK NO. GL 00 02 01 73

PAGE ONE OF FOUR

FFIC0050706

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(i) to any obligation for which the insured or any carrier as his insurer may be held liable under any workers' compensation, unemployment compensation or disability benefits law, or under any similar law;

(j) to bodily injury to any employee of the insured arising out of and in the course of his employment by the insured or to any obligation of the insured to indemnify another because of damages arising out of such injury; but this exclusion does not apply to liability assumed by the insured under an incidental contract;

(k) to property damage to (1) property owned or occupied by or rented to the insured, (2) property used by the insured, or (3) property in the care, custody or control of the insured or as to which the insured is for any purpose exercising physical control; but parts (2) and (3) of this exclusion do not apply with respect to liability under a written sidetrack agreement and part (3) of this exclusion does not apply with respect to property damage (other than to elevators) arising out of the use of an elevator at premises owned by, rented to or controlled by the named insured;

(l) to property damage to premises alienated by the named insured arising out of such premises or any part thereof;

(m) to loss of use of tangible property which has not been physically injured or destroyed resulting from (1) a delay in or lack of performance by or on behalf of the named insured of any contract or agreement, or (2) the failure of the named insured's products or work performed by or on behalf of the named insured to meet the level of performance, quality, fitness or durability warranted or represented by the named insured; but this exclusion does not apply to loss of use of other tangible property resulting from the sudden and accidental physical injury to or destruction of the named insured's products or work performed by or on behalf of the named insured after such products or work have been put to use by any person or organization other than an insured;

(n) to property damage to the named insured's products arising out of such products or any part of such products;

(o) to property damage to work performed by or on behalf of the named insured arising out of the work or any portion thereof, or out of materials, parts or equipment furnished in connection therewith;

(p) to damages claimed for the withdrawal, inspection, repair, replacement, or loss of use to the named insured's products or work completed by or for the named insured or of any property of which such products or work form a part, if such products, work or property are withdrawn from the market or from use because of any known or suspected defect or deficiency therein.

### 3. PERSONS INSURED

Each of the following is an insured under this insurance to the extent set forth below:

(a) if the named insured is designated in the Declarations as an individual, the person so designated but only with respect to the conduct of a business of which he is the sole proprietor, and the spouse of the named insured with respect to the conduct of such a business;

(b) if the named insured is designated in the Declarations as a partnership or joint venture, the partnership or joint venture so designated and any partner or member thereof but only with respect to his liability as such;

(c) if the named insured is designated in the Declarations as other than an individual, partnership or joint venture, the organization so designated and any executive officer, director or stockholder thereof while acting within the scope of his duties as such;

(d) any person (other than an employee of the named insured) or organization while acting as real estate manager for the named insured; and

(e) with respect to the operation, for the purpose of locomotion upon a public highway, of mobile equipment registered under any other motor vehicle registration law, (i) an employee of the named insured while operating any such equipment in the course of his employment, and (ii) any other person while operating with the permission of the named insured any such equipment registered in the name of the named insured and any person or organization legally responsible for such operation, but only if there is no other valid and collectible insurance available, either on a primary or excess basis, to such person or organization;

provided that no person or organization shall be an insured under this paragraph (e) with respect to: (1) bodily injury to any fellow employee of such person injured in the course of his employment, or (2) property damage to property owned by, rented to, in charge of or occupied by the named insured or the employer of any person described in subparagraph (ii).

This insurance does not apply to bodily injury or property damage arising out of the conduct of any partnership or joint venture of which the insured is a partner or member and which is not designated in this policy as a named insured.

### 4. LIMITS OF LIABILITY

Regardless of the number of (1) insureds under this policy, (2) persons or organizations who sustain bodily injury or property damage, (3) claims made or suits brought on account of bodily injury or property damage or (4) units of mobile equipment to which this policy applies, the Company's liability is limited as follows:

(a) Separate limits of liability for bodily injury liability and property damage liability.

The total liability of the Company for all damages, including damages for care and loss of services, because of bodily injury sustained by one or more persons as the result of any one occurrence shall not exceed the limit of bodily injury liability stated in the Declarations as applicable to "each occurrence."

Subject to the above provision respecting "each occurrence," the total liability of the Company for all damages because of (1) all bodily injury included within the completed operations hazard and (2) all bodily injury included within the products hazard shall not exceed the limit of bodily injury liability stated in the Declarations as "aggregate."

The total liability of the Company for all damages because of all property damage sustained by one or more persons or organizations as the result of any one occurrence shall not exceed the limit of property damage liability stated in the Declarations as applicable to "each occurrence."

Subject to the above provision respecting "each occurrence," the total liability of the Company for all damages because of all property damage to which this coverage applies and described in any of the numbered subparagraphs below shall not exceed the limit of property damage liability stated in the Declarations as "aggregate": (1) all property damage arising out of premises or operations rated on a remuneration basis or contractor's equipment rated on a receipts basis, including property damage for which liability is assumed under any incidental contract relating to such premises or operations, but excluding property damage included in subparagraph (2) below; (2) all property damage arising out of and occurring in the course of operations performed for the named insured by independent contractors and general supervision thereof by the named insured, including any such property damage for which liability is assumed under any incidental contract relating to such operations, but this subparagraph (2) does not include property damage arising out of maintenance or repairs at premises owned by or rented to the named insured or structural alterations at such premises which do not involve changing the size of or moving buildings or other structures; (3) all property damage included within the products hazard and all property damage included within the completed operations hazard.

Such aggregate limit shall apply separately to the property damage described in subparagraphs (1), (2) and (3) above, and under subparagraphs (1) and (2), separately with respect to each project away from premises owned by or rented to the named insured.

(b) Combined single limit of liability for bodily injury and property damage liability.

The total liability of the Company for all damages under all bodily injury liability and property damage liability coverages of this policy because of bodily injury or property damage sustained by one or more persons or organizations as a result of any one occurrence shall not exceed the limit of liability stated in the Declarations for "each occurrence."

Subject to the above provision respecting "each occurrence," the total liability of the Company for all damages arising out of the products hazard and completed operations hazard shall not exceed the limits of liability stated in the Declarations as "aggregate."

Subject to the above provision respecting "each occurrence," the total liability of the Company for all damages because of all property damage to which the policy applies

(i) arising out of premises or operations rated on a remuneration basis or contractors equipment rated on a receipts basis, including liability assumed under any incident-

tal contract relating to such premises or operations or

(ii) arising out of and occurring in the course of operations, other than maintenance or repairs at premises owned by or rented to the named insured or structural alterations at such premises which do not involve changing the size of or moving buildings or other structures, performed for the named insured by independent contractors and general supervision thereof by the named insured including liability assumed under any incidental contract relating to such operations

shall not exceed the limit of liability stated in the Declarations as "aggregate." Said aggregate limit of liability shall apply separately to (i) and (ii) and under each separately to each project away from premises owned by or rented to the named insured.

With respect to any occurrence for which notice of this policy is given in lieu of security or when this policy is certified as proof of financial responsibility for the future under the provisions of the motor vehicle financial responsibility law of any state, province or other territorial jurisdiction, the stated limits of liability as respects each occurrence shall be applied to provide the separate limits of liability required by such law for bodily injury liability and property damage liability to the extent of the coverage required by such law, but the separate application of such limits shall not increase the total limit of the Company's liability.

For the purpose of determining the limit of the Company's liability under (a) or (b) above, all bodily injury and property damage arising out of continuous or repeated exposure to substantially the same general conditions shall be considered as arising out of one occurrence.

##### 5. POLICY PERIOD; TERRITORY

This insurance applies only to bodily injury or property damage which occurs during the Policy Period within the policy territory.

##### 6. When used as a premium basis:

"admissions" means the total number of persons, other than employees of the named insured, admitted to the event insured or to events conducted on the premises whether on paid admission tickets, complimentary tickets or passes;

"cost" means the total cost to the named insured with respect to operations performed for the named insured during the policy period by independent contractors of all work let or sub-let in connection with each specific project, including the cost of all labor, materials and equipment furnished, used or delivered for use in the execution of such work, whether furnished by the owner, contractor or subcontractor, including all fees, allowances, bonuses or commissions made, paid or due;

"receipts" means the gross amount of money charged by the named insured for such operations by the named insured or by others during the policy period as are rated on a receipts basis other than receipts from telecasting, broadcasting or motion pictures, and includes taxes, other than taxes which the named insured collects as a separate



item and remits directly to a governmental division;

"remuneration" means the entire remuneration earned during the policy period by proprietors and by all employees of the named insured, other than chauffeurs (except operators of mobile equipment) and aircraft pilots and co-pilots, subject to any overtime earnings or limitation of remuneration rule applicable in accordance with the manuals in use by the Company;

"sales" means the gross amount of money charged by the named insured or by others trading under his name for all goods and products sold or distributed during the policy period and charged during the policy period for installation, servicing or repair, and includes taxes, other than taxes which the named insured and such others collect as a separate item and remit directly to a governmental division.

**SPECIFIED INTEREST ENDORSEMENT**

INSURED	POLICY NUMBER <b>2-49 LA 310 07 53</b>
PRODUCER	EFFECTIVE DATE

It is agreed that this policy shall not be cancelled nor the coverage thereof reduced

until 10 days

notice of such cancellation or reduction in coverage shall have been sent in writing to:

**CONTICO INTERNATIONAL, INC.  
C/O CONTINENTAL MFG. CO.  
1801 NORTH WARSON ROAD  
ST. LOUIS, MISSOURI 63132**

ONE OF THE <b>FIREMAN'S FUND INSURANCE COMPANIES</b> AS NAMED IN THE POLICY	<i>Myron Du Baine</i> PRESIDENT 10-X	COUNTERSIGNATURE OF AUTHORIZED AGENT
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180042--8-68

FFIC0050650

FFIC\_EPA\_0000160

SPECIFIED INTEREST ENDORSEMENT
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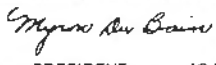
INSURED	POLICY NUMBER 2-49 LA 310 07 53
PRODUCER	EFFECTIVE DATE

It is agreed that this policy shall not be cancelled nor the coverage thereof reduced

until 30 days

notice of such cancellation or reduction in coverage shall have been sent in writing to:

ANGELES CHEMICAL CO., INC. &  
STALION TANK LINES, INC.  
8915 SORENSON AVE  
SANTA FE SPRINGS, CA 90670

ONE OF THE FIREMAN'S FUND INSURANCE COMPANIES AS NAMED IN THE POLICY	 PRESIDENT 10-X	COUNTERSIGNATURE OF AUTHORIZED AGENT
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180042-8-68

FFIC0050649

FFIC\_EPA\_0000161



COMMERCIAL LIABILITY  
COVERAGE

POLICY AMENDMENT

GENERAL LIABILITY

Amendatory Endorsement—Additional Definition

GL 00 19 07 78

This endorsement modifies such insurance as is afforded by the provisions of the policy relating to the following:

GENERAL LIABILITY INSURANCE AND SMP LIABILITY INSURANCE

It is agreed that the following definition is added:

"loading or unloading", with respect to an automobile, means the handling of property after it is moved from the place where it is accepted for movement into or onto an automobile or while it is in or on an automobile or while it is being moved from an automobile to the place where it is

finally delivered, but "loading or unloading" does not include the movement of property by means of a mechanical device (other than a hand truck) not attached to the automobile.

REDACTED

This Form must be attached to Change Endorsement when issued after the Policy is written.

2-49 LA 310 07 53

CORRESPONDS TO ENDT #12

ONE OF THE FIREMAN'S FUND INSURANCE COMPANIES AS NAMED IN THE POLICY

STOCK NO. GL 00 19 07 78

11XCL

*Myron A. Bair*  
PRESIDENT

FFIC0050652

FFIC\_EPA\_0000162

**COMMERCIAL LIABILITY  
COVERAGE**

**POLICY AMENDMENT**

**GENERAL LIABILITY**

**Amendatory Endorsement—Additional Definition**

**GL 00 19 07 78**

This endorsement modifies such insurance as is afforded by the provisions of the policy relating to the following:

**GENERAL LIABILITY INSURANCE AND SMP LIABILITY INSURANCE**

It is agreed that the following definition is added:

"loading or unloading", with respect to an automobile, means the handling of property after it is moved from the place where it is accepted for movement into or onto an automobile or while it is in or on an automobile or while it is being moved from an automobile to the place where it is

finally delivered, but "loading or unloading" does not include the movement of property by means of a mechanical device (other than a hand truck) not attached to the automobile.

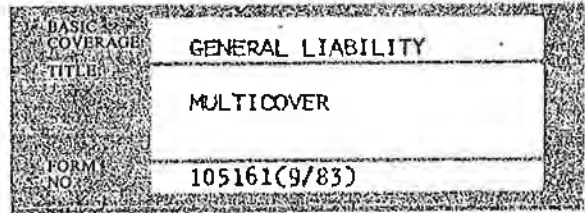
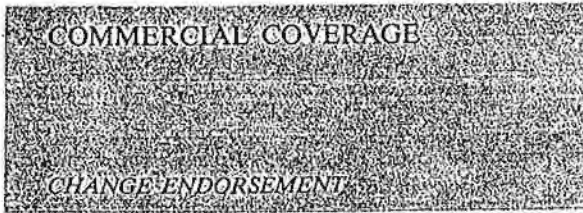
**REINSURANCE**

This Form must be attached to Change Endorsement when issued after the Policy is written.

2-49 LA 310 07 53

CORRESPONDS TO ENDT #12

ONE OF THE FIREMAN'S FUND INSURANCE COMPANIES AS NAMED IN THE POLICY



IF THE FOLLOWING INFORMATION IS NOT COMPLETE, REFER TO THE APPROPRIATE DECLARATIONS ATTACHED TO THE POLICY.

INSURED	POLICY NUMBER 2-49 LA 310 07 53	SEQUENTIAL NO.
PRODUCER	EFFECTIVE DATE	

DECLARATIONS

THE PREMIUM FOR THIS POLICY AMENDMENT IS INCLUDED IN THE PREMIUM SHOWN ON THE GENERAL DECLARATIONS UNLESS A SPECIFIC AMOUNT IS SHOWN HERE:	
<input type="checkbox"/> ADDITIONAL PREMIUM \$ _____	<input type="checkbox"/> RETURN PREMIUM \$ _____


REDACTED

AMENDMENT

AMENDED AS FOLLOWS:

IT IS AGREED THAT MULTI-COVER ENDORSEMENT 105161-09-83 INCLUDES  
THE FOLLOWING COVERAGE:

PREMISES MEDICAL PAYMENTS LIMIT OF LIABILITY: \$1,000.  
EACH PERSON (UNLESS OTHERWISE INDICATED HEREIN).

ONE OF THE FIREMAN'S FUND INSURANCE COMPANIES AS NAMED IN THE POLICY	 PRESIDENT 10XCL	COUNTERSIGNATURE OF AUTHORIZED AGENT
----------------------------------------------------------------------------	--------------------------------------------------------------------------------------------------------	--------------------------------------

FFIC0050654

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# COMMERCIAL COVERAGE

GENERAL LIABILITY **COPY**

General Liability Multi-Cover®

## POLICY AMENDMENT

105161-09-83

IF THE FOLLOWING INFORMATION IS NOT COMPLETE, REFER TO THE APPROPRIATE DECLARATIONS ATTACHED TO THE POLICY.

INSURED	POLICY NUMBER	SEQUENTIAL NO.
PRODUCER	EFFECTIVE DATE	

## DECLARATIONS

PERSONAL INJURY AND ADVERTISING LIABILITY AGGREGATE LIMIT SHALL BE THE PER OCCURRENCE BODILY INJURY LIABILITY LIMIT UNLESS OTHERWISE INDICATED HEREIN

1 .000 AGGREGATE

PREMISES MEDICAL PAYMENTS COVERAGE LIMIT OF LIABILITY \$1,000 EACH PERSON UNLESS OTHERWISE INDICATED HEREIN

1 .000 EACH PERSON

Such insurance as is afforded by the Policy for Comprehensive General Liability Insurance or Storekeeper's Insurance is amended to include the following additions and extensions of coverage:

### I. CONTRACTUAL LIABILITY COVERAGE

(A) The definition of incidental contract is extended to include any oral or written contract or agreement relating to the conduct of the named insured's business.

(B) The insurance afforded with respect to liability assumed under an incidental contract is subject to the following additional exclusions:

(1) to bodily injury or property damage for which the insured has assumed liability under any incidental contract, if such injury or damage occurred prior to the execution of the incidental contract;

(2) if the insured is an architect, engineer or surveyor, to bodily injury or property damage arising out of the rendering of or the failure to render professional services by such insured, including

(a) the preparation or approval of maps, drawings, opinions, reports, surveys, change orders, designs or specifications, and

(b) supervisory, inspection or engineering services;

(3) if the indemnitee of the insured is an architect, engineer or surveyor, to the liability of the indemnitee, his agents or employees, arising out of

(a) the preparation or approval of or the failure to prepare or approve maps, drawings, opinions, reports, surveys, change orders, designs or specifications, or

(b) the giving of or the failure to give directions or instructions by the indemnitee, his agents or employees, provided such giving or failure to give is the primary cause of the bodily injury or property damage;

(4) to any obligation for which the insured may be held liable in an action on a contract by a third party beneficiary for bodily injury or property damage arising out of a project for a public authority; but this exclusion does not apply to an action by the public authority or any other person or organization engaged in the project;

(5) to bodily injury or property damage arising out of construction or demolition operations, within 50 feet of any railroad property, and affecting any railroad bridge or trestle, tracks, road beds, tunnel, underpass or crossing; but this exclusion does not apply to sidetrack agreements, or easement or license agreements in connection with vehicle or pedestrian private railroad crossings at grade.

(C) The following exclusions applicable to Coverages A (Bodily Injury) and B (Property Damage) do not apply to

This Form must be attached to Change Endorsement when issued after the Policy is written.

ONE OF THE FIREMAN'S FUND INSURANCE COMPANIES AS NAMED IN THE POLICY

11 XCL

*James J. Cunningham*  
PRESIDENT

STOCK NO. 105161-09-83

FFIC000067

FFIC\_EPA\_0000165

this Contractual Liability Coverage: (b), (c) (2), (d) and (e).

(D) the following additional condition applies:

#### Arbitration

The company shall be entitled to exercise all of the insured's rights in the choice of arbitrators and in the conduct of any arbitration proceeding.

### 2. PERSONAL INJURY AND ADVERTISING INJURY LIABILITY COVERAGE

(A) The company will pay on behalf of the insured all sums which the insured shall become legally obligated to pay as damages because of personal injury or advertising injury to which this insurance applies, sustained by any person or organization and arising out of the conduct of the named insured's business, within the policy territory, and the company shall have the right and duty to defend any suit against the insured seeking damages on account of such injury, even if any of the allegations of the suit are groundless, false or fraudulent, and may make such investigation and settlement of any claim or suit as it deems expedient, but the company shall not be obligated to pay any claim or judgment or to defend any suit after the applicable limit of the company's liability has been exhausted by payment of judgments or settlements.

(B) This insurance does not apply:

- (1) to liability assumed by the insured under any contract or agreement;
- (2) to personal injury or advertising injury arising out of the willful violation of a penal statute or ordinance committed by or with the knowledge or consent of the insured;
- (3) to personal injury or advertising injury arising out of a publication or utterance of a libel or slander, or a publication or utterance in violation of an individual's right of privacy, if the first injurious publication or utterance of the same or similar material by or on behalf of the named insured was made prior to the effective date of this insurance;
- (4) to personal injury or advertising injury arising out of libel or slander or the publication or utterance of defamatory or disparaging material concerning any person or organization or goods, products or services, or in violation of an individual's right of privacy, made by or at the direction of the insured with knowledge of the falsity thereof;
- (5) to personal injury or advertising injury arising out of the conduct of any partnership or joint venture of which the insured is a partner or member and which is not designated in the declarations of the policy as a named insured;
- (6) to advertising injury arising out of
  - (a) failure of performance of contract, but this exclusion does not apply to the unauthorized appropriation of ideas based upon alleged breach of implied contract, or

(b) infringement of trademark, service mark or trade name, other than titles or slogans, by use thereof on or in connection with goods, products or services sold, offered for sale or advertised, or

(c) incorrect description or mistake in advertised price of goods, products or services sold, offered for sale or advertised;

(7) with respect to advertising injury

(a) to any insured in the business of advertising, broadcasting, publishing or telecasting, or

(b) to any injury arising out of any act committed by the insured with actual malice.

#### (C) Limits of Liability

Regardless of the number of (1) insureds hereunder, (2) persons or organizations who sustain injury or damage, or (3) claims made or suits brought on account of personal injury or advertising injury, the total limit of the company's liability under this coverage for all damages shall not exceed the limit of liability stated in this endorsement as "aggregate".

#### (D) Additional Definitions

"Advertising Injury" means injury arising out of an offense committed during the policy period occurring in the course of the named insured's advertising activities, if such injury arises out of libel, slander, defamation, violation of right of privacy, piracy, unfair competition, or infringement of copyright, title or slogan.

"Personal Injury" means injury arising out of one or more of the following offenses committed during the policy period:

- (1) false arrest, detention, imprisonment, or malicious prosecution;
- (2) wrongful entry or eviction or other invasion of the right of private occupancy;
- (3) a publication or utterance
  - (a) of a libel or slander or other defamatory or disparaging material, or
  - (b) in violation of an individual's right of privacy;

except publications or utterances in the course of or related to advertising, broadcasting, publishing or telecasting activities conducted by or on behalf of the named insured shall not be deemed personal injury.

### 3. PREMISES MEDICAL PAYMENTS COVERAGE

The company will pay to or for each person who sustains bodily injury caused by accident all reasonable medical expense incurred within one year from the date of the accident on account of such bodily injury, provided such bodily injury arises out of (a) a condition in the insured premises, or (b) operations with respect to which the named insured is afforded coverage for bodily injury liability under the policy.



This insurance does not apply:

(A) to bodily injury

(1) arising out of the ownership, maintenance, operation, use, loading or unloading of

(a) any automobile or aircraft owned or operated by or rented or loaned to any insured, or

(b) any other automobile or aircraft operated by any person in the course of his employment by any insured;

but this exclusion does not apply to the parking of an automobile on the insured premises, if such automobile is not owned by or rented or loaned to any insured;

(2) arising out of

(a) the ownership, maintenance, operation, use, loading or unloading of any mobile equipment while being used in any prearranged or organized racing, speed or demolition contest or in any stunting activity or in practice or preparation for any such contest or activity, or

(b) the operation or use of any snowmobile or trailer designed for use therewith;

(i) owned or operated by or rented or loaned to any insured, or

(ii) operated by any person in the course of his employment by any insured;

(3) arising out of the ownership, maintenance, operation, use, loading or unloading of

(a) any watercraft owned or operated by or rented or loaned to any insured, or

(b) any other watercraft operated by any person in the course of his employment by any insured;

but this exclusion does not apply to watercraft while ashore on the insured premises;

(4) arising out of and in the course of the transportation of mobile equipment by an automobile owned or operated by or rented or loaned to the named insured;

(B) to bodily injury

(1) included within the completed operations hazard or the products hazard;

(2) arising out of operations performed for the named insured by independent contractors other than

(a) maintenance and repair of the insured premises, or

(b) structural alterations at such premises which do not involve changing the size of or moving buildings or other structures;

(3) resulting from the selling, serving or giving of any alcoholic beverage

(a) in violation of any statute, ordinance or regulation,

(b) to a minor,

(c) to a person under the influence of alcohol, or

(d) which causes or contributes to the intoxication of any person.

if the named insured is a person or organization engaged in the business of manufacturing, distributing, selling or serving alcoholic beverages, or if not so engaged, is an owner or lessor of premises used for such purposes, but only part (a) of this exclusion (B) (3) applies when the named insured is such an owner or lessor;

(4) due to war, whether or not declared, civil war, insurrection, rebellion or revolution, or to any act or condition incident to any of the foregoing;

(C) to bodily injury

(1) to the named insured, any partner thereof, any tenant or other person regularly residing on the insured premises or any employee of any of the foregoing if the bodily injury arises out of and in the course of his employment therewith;

(2) to any other tenant if the bodily injury occurs on that part of the insured premises rented from the named insured or to any employee of such a tenant if the bodily injury occurs on the tenant's part of the insured premises and arises out of and in the course of his employment for the tenant;

(3) to any person while engaged in maintenance and repair of the insured premises or alteration, demolition or new construction at such premises;

(4) to any person if any benefits for such bodily injury are payable or required to be provided under any workmen's compensation, unemployment compensation or disability benefits law, or under any similar law;

(5) to any person practicing, instructing or participating in any physical training, sport, athletic activity or contest whether on a formal or informal basis;

(6) if the named insured is a club, to any member of the named insured;

(7) if the named insured is a hotel, motel, or tourist court, to any guest of the named insured;

(D) to any medical expense for services by the named insured, any employee thereof or any person or organization under contract to the named insured to provide such services.

LIMITS OF LIABILITY

The limit of liability for Premises Medical Payments Coverage is \$1,000 each person unless otherwise stated in the schedule of this endorsement. The limit of liability applicable to "each person" is the limit of the company's liability for all medical expense for bodily injury to any one person as the result of any one accident; but subject to the above provision respecting "each person", the total liability of the company under Premises Medical Payments Coverage for all medical expense for bodily injury to two or more persons as the result of any one accident shall not exceed the limit of bodily injury liability stated in the policy as applicable to "each occurrence".



When more than one medical payments coverage afforded by the policy applies to the loss, the company shall not be liable for more than the amount of the highest applicable limit of liability.

#### ADDITIONAL DEFINITIONS

When used herein:

"Insured premises" means all premises owned by or rented to the named insured with respect to which the named insured is afforded coverage for bodily injury liability under this policy, and includes the ways immediately adjoining on land;

"medical expense" means expenses for necessary medical, surgical, x-ray and dental services, including prosthetic devices, and necessary ambulance, hospital, professional nursing and funeral services.

#### ADDITIONAL CONDITION

##### Medical Reports; Proof and Payment of Claim

As soon as practicable the injured person or someone on his behalf shall give to the company written proof of claim, under oath if required, and shall, after each request from the company, execute authorization to enable the company to obtain medical reports and copies of records. The injured person shall submit to physical examination by physicians selected by the company when and as often as the company may reasonably require. The company may pay the injured person or any person or organization rendering the services and the payment shall reduce the amount payable hereunder for such injury. Payment hereunder shall not constitute an admission of liability of any person or, except hereunder, of the company.

#### 4. HOST LIQUOR LAW LIABILITY COVERAGE

Exclusion (h) does not apply with respect to liability of the insured or his indemnitee arising out of the giving or serving of alcoholic beverages at functions incidental to the named insured's business, provided the named insured is not engaged in the business of manufacturing, distributing, selling or serving of alcoholic beverages.

#### 5. FIRE AND/OR EXPLOSION LEGAL LIABILITY COVERAGE—REAL PROPERTY

With respect to property damage to structures or portions thereof rented to or leased to the named insured, including fixtures permanently attached thereto, if such property damage arises out of fire or explosion

(A) All of the exclusions of the policy, other than the Nuclear Energy Liability Exclusion (Broad Form), are deleted and replaced by the following:

This insurance does not apply to liability assumed by the insured under any contract or agreement.

(B) The limit of property damage liability as respects this Fire and/or Explosion Legal Liability Coverage—Real Property is \$50,000 each occurrence unless otherwise stated in the schedule of this endorsement.

(C) The Fire and/or Explosion Legal Liability Coverage—Real Property shall be excess insurance over any valid and collectible property insurance (including any deductible portion thereof), available to the insured, such as, but not limited to, Fire, Extended Coverage, Builder's Risk Coverage or Installation Risk Coverage, and the Other Insurance Condition of the policy is amended accordingly.

#### 6. BROAD FORM PROPERTY DAMAGE LIABILITY COVERAGE (Including Completed Operations)

The insurance for property damage liability applies, subject to the following additional provisions:

(A) Exclusions (k) and (o) are replaced by the following:

(1) to property owned or occupied by or rented to the insured, or, except with respect to the use of elevators, to property held by the insured for sale or entrusted to the insured for storage or safekeeping;

(2) except with respect to liability under a written side-track agreement or the use of elevators

(a) to property while on premises owned by or rented to the insured for the purpose of having operations performed on such property by or on behalf of the insured,

(b) to tools or equipment while being used by the insured in performing his operations,

(c) to property in the custody of the insured which is to be installed, erected or used in construction by the insured,

(d) to that particular part of any property, not on premises owned by or rented to the insured,

(f) upon which operations are being performed by or on behalf of the insured at the time of the property damage arising out of such operations, or

(ii) out of which any property damage arises, or

(iii) the restoration, repair or replacement of which has been made or is necessary by reason of faulty workmanship thereon by or on behalf of the insured;

(3) with respect to the completed operations hazard and with respect to any classification stated in the policy or in the company's manual as "including completed operations", to property damage to work performed by the named insured arising out of such work or any portion thereof, or out of such materials, parts or equipment furnished in connection therewith.

(B) The Broad Form Property Damage Liability Coverage shall be excess insurance over any valid and collectible property insurance (including any deductible portion thereof) available to the insured, such as, but not limited to, Fire, Extended Coverage, Builder's Risk Coverage or Installation Risk Coverage, and the Other Insurance Condition of the policy is amended accordingly.

#### 7. INCIDENTAL MEDICAL MALPRACTICE LIABILITY COVERAGE

The definition of bodily injury is amended to include Incidental Medical Malpractice Injury.



Incidental Medical Malpractice Injury means injury arising out of the rendering of or failure to render, during the policy period, the following services:

(A) medical, surgical, dental, x-ray or nursing service or treatment or the furnishing of food or beverages in connection therewith, or

(B) the furnishing or dispensing of drugs or medical, dental or surgical supplies or appliances.

This coverage does not apply to:

(1) expenses incurred by the insured for first-aid to others at the time of an accident and the "Supplementary Payments" provision and the "Insured's Duties in the Event of Occurrence, Claim or Suit" Condition are amended accordingly;

(2) any insured engaged in the business or occupation of providing any of the services described under 7 (A) and (B) above;

(3) injury caused by any indemnitee if such indemnitee is engaged in the business or occupation of providing any of the services described under 7 (A) and (B) above.

#### 8. NON-OWNED WATERCRAFT LIABILITY COVERAGE (33 feet and under in length)

Exclusion (c) does not apply to any watercraft 33 feet and under in length provided such watercraft is neither owned by the named insured nor being used to carry persons or property for a charge.

Where the insured is, irrespective of this coverage, covered or protected against any loss or claim which would otherwise have been paid by the company under this endorsement, there shall be no contribution or participation by this company on the basis of excess, contributing, deficiency, concurrent, or double insurance or otherwise.

#### 9. LIMITED WORLDWIDE LIABILITY COVERAGE

The definition of policy territory is amended to include the following:

(4) Anywhere in the world with respect to bodily injury, property damage, personal injury or advertising injury arising out of the activities of any insured permanently domiciled in the United States of America though temporarily outside the United States of America, its territories and possessions or Canada, provided the original suit for damages because of any such injury or damage is brought within the United States of America, its territories or possessions or Canada.

Such insurance as is afforded by paragraph (4) above shall not apply:

(a) to bodily injury or property damage included within the completed operations hazard or the products hazard;

(b) to Premises Medical Payments Coverage.

STOCK NO. 105161-07-41

#### 10. ADDITIONAL PERSONS INSURED

As respects bodily injury, property damage and personal injury and advertising injury coverages, under the provision "Persons Insured", the following are added as insureds:

(A) Spouse—Partnership—If the named insured is a partnership, the spouse of a partner but only with respect to the conduct of the business of the named insured;

(B) Employee—Any employee (other than executive officers) of the named insured while acting within the scope of his duties as such, but the insurance afforded to such employee does not apply:

(1) to bodily injury or personal injury to another employee of the named insured arising out of or in the course of his employment;

(2) to personal injury or advertising injury to the named insured or, if the named insured is a partnership or joint venture, any partner or member thereof, or the spouse of any of the foregoing;

(3) to property damage to property owned, occupied or used by, rented to, in the care, custody or control of or over which physical control is being exercised for any purpose by another employee of the named insured, or by the named insured or, if the named insured is a partnership or joint venture, by any partner or member thereof or by the spouse of any of the foregoing.

#### 11. AMENDMENT OF OCCURRENCE DEFINITION

The definition of occurrence includes any intentional act by or at the direction of the insured which results in bodily injury, if such injury arises solely from the use of reasonable force for the purpose of protecting persons or property.

#### 12. AUTOMATIC COVERAGE—NEWLY ACQUIRED ORGANIZATIONS (90 DAYS)

The word insured shall include as named insured any organization which is acquired or formed by the named insured and over which the named insured maintains ownership or majority interest, other than a joint venture, provided this insurance does not apply to bodily injury, property damage, personal injury or advertising injury with respect to which such new organization under this policy is also an insured under any other similar liability or indemnity policy or would be an insured under any such policy but for exhaustion of its limits of liability. The insurance afforded hereby shall terminate 90 days from the date any such organization is acquired or formed by the named insured.

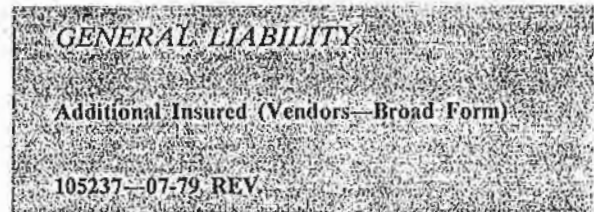
#### 13. INSURED'S DUTIES IN THE EVENT OF OCCURRENCE, CLAIM OR SUIT

Paragraphs (a) and (b) of the condition entitled "Insured's Duties in the Event of Occurrence, Claim or Suit" are deleted and replaced by the following:

(A) In the event of an occurrence, written notice containing particulars sufficient to identify the insured, and also reasonably obtainable information with respect to the time, place and circumstances thereof, and the names and addresses of the injured and of available witnesses, shall be given by or for the insured to the company or any of its authorized agents as soon as practicable after knowledge of such occurrence is had by the named insured, if an individual; by a partner, if the named insured is a partnership; or by an executive officer or insurance manager, if the named insured is a corporation.

(B) If a claim is made or suit is brought against the insured, every demand, notice, summons or other process received by the insured or its representative shall be immediately forwarded to the company; however, this condition will not be considered breached unless failure to forward such demand, notice, summons or other process to the company occurs after knowledge of such is had by the named insured, if an individual; by a partner, if the named insured is a partnership; or by an executive officer or insurance manager, if the named insured is a corporation.





IF THE FOLLOWING INFORMATION IS NOT COMPLETE, REFER TO THE APPROPRIATE DECLARATIONS ATTACHED TO THE POLICY.

INSURED	POLICY NUMBER 2-49 1A 310 07 53	SEQUENTIAL NO.
PRODUCER	EFFECTIVE DATE	

### DECLARATIONS

DESIGNATED VENDOR

STANDARD BRANDS  
4300 W. 190TH STREET  
TORRANCE, CA 90509

REDACTED

THIS ENDORSEMENT MODIFIES SUCH INSURANCE AS IS AFFORDED BY THE PROVISIONS OF THE POLICY RELATING TO THE FOLLOWING:  
COMPREHENSIVE GENERAL LIABILITY INSURANCE - COMPLETED OPERATIONS AND PRODUCTS LIABILITY INSURANCE

It is agreed that the "Persons Insured" provision is amended to include as an insured the person or organization designated in the Declarations as vendor subject to the following provisions:

a. The insurance applies only to the distribution or sale by the vendor of the named insured's products and then only to any liability arising out of the named insured's negligence or any defect or condition in such product existing when such product was relinquished by the named insured to the vendor.

b. The insurance with respect to the vendor does not apply to any liability arising out of:

(1) Any express warranty unauthorized by the named insured;

(2) Any repacking of the product unless solely for the purpose of inspection, demonstration, testing or the substitua-

tion of parts under instructions from the named insured and then repacked in the original container;

(3) Any product which after distribution or sale by the named insured has been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor;

(4) Any failure to maintain the produce in merchantable condition;

(5) Any physical or chemical change in the form of the product made intentionally by the vendor.

c. The insurance does not apply to any person or organization as insured from whom the named insured has acquired such product or any ingredient, part or container, entering into, accompanying or containing such product.

This Form must be attached to Change Endorsement when issued after the Policy is written.

ONE OF THE FIREMAN'S FUND INSURANCE COMPANIES AS NAMED IN THE POLICY	CORRESPONDS TO END 412
STOCK NO. 105237—07-79 REV.	 PRESIDENT

FFIC0050653

FFIC\_EPA\_0000171



IF THE FOLLOWING INFORMATION IS NOT COMPLETE, REFER TO THE APPROPRIATE DECLARATIONS ATTACHED TO THE POLICY.

INSURED	POLICY NUMBER <b>2-49 1A 310 07 53</b>	SEQUENTIAL NO.
PRODUCER	EFFECTIVE DATE	

### DECLARATIONS

**DESIGNATED VENDOR**

**STANDARD BRANDS**  
4300 W. 190TH STREET  
TORRANCE, CA 90509

ENDORSEMENT POLICY

THIS ENDORSEMENT MODIFIES SUCH INSURANCE AS IS AFFORDED BY THE PROVISIONS OF THE POLICY RELATING TO THE FOLLOWING:  
COMPREHENSIVE GENERAL LIABILITY INSURANCE—COMPLETED OPERATIONS AND PRODUCTS LIABILITY INSURANCE

It is agreed that the "Persons Insured" provision is amended to include as an insured the person or organization designated in the Declarations as vendor subject to the following provisions:

a. The insurance applies only to the distribution or sale by the vendor of the named insured's products and then only to any liability arising out of the named insured's negligence or any defect or condition in such product existing when such product was relinquished by the named insured to the vendor.

b. The insurance with respect to the vendor does not apply to any liability arising out of:

(1) Any express warranty unauthorized by the named insured;

(2) Any repacking of the product unless solely for the purpose of inspection, demonstration, testing or the substituti-

tion of parts under instructions from the named insured and then repacked in the original container;

(3) Any product which after distribution or sale by the named insured has been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor;

(4) Any failure to maintain the produce in merchantable condition;

(5) Any physical or chemical change in the form of the product made intentionally by the vendor.

c. The insurance does not apply to any person or organization as insured from whom the named insured has acquired such product or any ingredient, part or container, entering into, accompanying or containing such product.

*ok*  
This Form must be attached to Change Endorsement when issued after the Policy is written.

STOCK NO. 10527-0170-RV

ONE OF THE FIREMAN'S FUND INSURANCE COMPANIES AS NAMED IN THE POLICY

CORRESPONDS TO ENDT #12

*Myron A. B...*  
PRESIDENT

--

INSURED	POLICY NUMBER 2-49 LA 310 07 53
PRODUCER	EFFECTIVE DATE

IT IS UNDERSTOOD AND AGREED THAT THE PREMIUM FOR THE COMPREHENSIVE GENERAL LIABILITY, AND BUSINESS AUTO PORTION OF THIS POLICY FOR THE PERIOD OF 1/1/84 TO 1/1/85 SHALL BE DETERMINED BY APPLICATION OF THE FOLLOWING COMPOSITE RATE PER \$1,000. OF GROSS RECEIPTS AS DEFINED IN THE MANUAL OF LIABILITY INSURANCE.

ESTIMATED RECEIPTS	\$15,000,000.		
TOTAL DEPOSIT	\$ 45,540.		
COMPOSITE RATE: LIABILITY	OBI: .896	PREMIUMS	CODES
	OPD: .668	13,440.	324-70050
AUTO LIABILITY	ABI & APD: 1.073	10,020.	.4592.
	PHYSICAL DAMAGE : .399	16,095.	4592.
		5,985.	
		<u>\$45,540.</u>	

IT IS AGREED THE MINIMUM PREMIUM FOR THE COMPOSITE RATED PORTIONS OF THIS POLICY SHALL BE:

ANNUAL MINIMUM PREMIUM: \$37,500.

*See revised (credit #14)*

ONE OF THE FIREMAN'S FUND INSURANCE COMPANIES AS NAMED IN THE POLICY	<i>James J. Remington</i> PRESIDENT	CORRESPONDS TO ENDT #12 COUNTERSIGNATURE OF AUTHORIZED AGENT
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180001-1-65

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**COMMERCIAL LIABILITY  
COVERAGE**

**POLICY AMENDMENT**

**GENERAL LIABILITY**

**Amendment of Policy—Additional Condition**

**105244—08-80 REV.**

This endorsement modifies such insurance as is afforded by the provisions of the policy relating to the following:

**ALL INSURANCE OTHER THAN AUTOMOBILE**

It is agreed that the following condition is added:

**Two or More Policies.** If this policy and any other policy issued to the named insured by the Company named in this policy or any company affiliated with the Company named in this policy apply to the same occurrence, the aggregate maximum limit of liability under all the policies shall not

exceed the highest applicable limit of liability under any one policy. This condition does not apply to any policy issued by the Company named in this policy or any company affiliated with the Company named in this policy specifically to apply as excess insurance over this policy.

This Endorsement must be attached to Change Endorsement when issued after the Policy is written.

2-49 LA 310 07 53

CORRESPONDS TO ENDT #12

ONE OF THE FIREMAN'S FUND INSURANCE COMPANIES AS NAMED IN THE POLICY

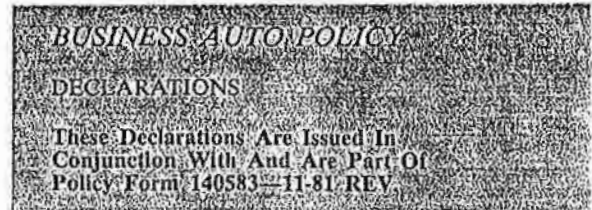
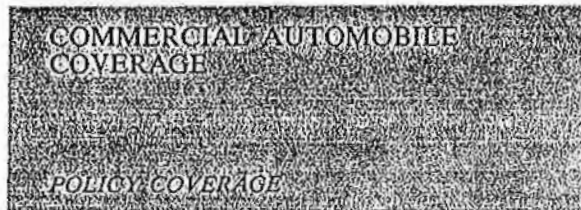
11XCL

*Myron De Baine*  
PRESIDENT

STOCK NO. 105244--08-80 REV.

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THIS DECLARATIONS MUST BE ATTACHED TO CHANGE ENDORSEMENT WHEN ISSUED AFTER INCEPTION

INSURED	POLICY NUMBER 2-49 LA 310 07 53	SEQUENTIAL NO.
PRODUCER	EFFECTIVE DATE	

### DECLARATIONS

INSURANCE IS PROVIDED ONLY FOR THOSE COVERAGES FOR WHICH AN ENTRY IS SHOWN BY "X" IN THE APPLICABLE BOX AND FOR WHICH LIMITS OF LIABILITY ARE STATED IN THE PLACE PROVIDED IN THESE DECLARATIONS.

#### ITEM TWO.

#### SCHEDULE OF COVERAGES AND COVERED AUTOS (SEE SUPPLEMENTARY STATE ENDORSEMENTS WHERE APPLICABLE)

	LIMITS	
	EACH PERSON	EACH ACCIDENT
<input checked="" type="checkbox"/> LIABILITY INSURANCE		
<input checked="" type="checkbox"/> COMBINED BODILY INJURY AND PROPERTY DAMAGE LIABILITY	XXXXXXXXXX	\$ 500,000
<input type="checkbox"/> BODILY INJURY LIABILITY	\$	\$
<input type="checkbox"/> PROPERTY DAMAGE LIABILITY	XXXXXXXXXX	\$

<input checked="" type="checkbox"/> AUTO MEDICAL PAYMENTS INSURANCE	\$5,000.	XXXXXXXXXX
<input checked="" type="checkbox"/> UNINSURED MOTORISTS INSURANCE		
DESIGNATED STATES CALIFORNIA	*	\$ 300,000.

REDACTED

COVERAGES	SYMBOLS (SEE PART I, PARAGRAPH K)	COVERED AUTO DESCRIPTION
<input checked="" type="checkbox"/> LIABILITY INSURANCE	1	ANY AUTO

☐ PERSONAL INJURY PROTECTION

☒ AUTO MEDICAL PAYMENTS 3 OWNED PRIVATE PASSENGER AUTO ONL

☒ UNINSURED MOTORISTS INSURANCE 3 OWNED PRIVATE PASSENGER AUTOS OF

PHYSICAL DAMAGE INSURANCE AT ACTUAL CASH VALUE OR COST OF REPAIR, WHICHEVER IS LESS, MINUS DEDUCTIBLE SHOWN BELOW UNLESS OTHERWISE SHOWN IN ITEM FOUR, SCHEDULE OF COVERED AUTOS YOU OWN.

COVERAGES	DEDUCTIBLES	SYMBOLS (SEE PART I, PARAGRAPH K)	COVERED AUTO DESCRIPTION
<input checked="" type="checkbox"/> COMPREHENSIVE	\$ 100	* 2	OWNED AUTOS ONLY
<input type="checkbox"/> SPECIFIED PERILS	\$ 25.	**	
<input type="checkbox"/> COLLISION	\$		
<input checked="" type="checkbox"/> COMBINED PHYSICAL DAMAGE	\$ 250.	* 2	OWNED AUTOS ONLY
<input type="checkbox"/> TOWING AND LABOR (\$25. FOR EACH DISABLEMENT OF A PRIVATE PASSENGER AUTO)			

\*APPLIES TO ALL LOSS EXCEPT FIRE AND LIGHTNING.

\*\*APPLIES ONLY TO LOSS CAUSED BY MISCHIEF AND VANDALISM.

#### ITEM THREE. DESCRIPTION OF COVERED AUTOS (SEE PART I, PARAGRAPH K)

ONE OF THE FIREMAN'S FUND INSURANCE COMPANIES AS NAMED IN THE POLICY	CORRESPONDS TO ENDT #12
STOCK NO. 5951 (M)—11-81 REV.	PRESIDENT

PAGE ONE OF TWO

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COMMERCIAL AUTOMOBILE  
COVERAGE

BUSINESS AUTO POLICY  
DECLARATIONS

POLICY COVERAGE

These Declarations Are Issued In  
Conjunction With And Are Part Of  
Policy Form 19543-11-81 KEY.

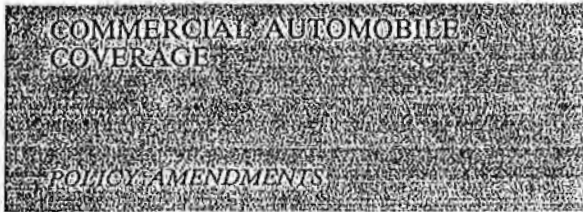
THIS DECLARATIONS MUST BE ATTACHED TO CHANGE ENDORSEMENT WHEN ISSUED AFTER INCEPTION.

INSURED	POLICY NUMBER <b>2-49 LA 310 07 53</b>	SEQUENTIAL NO.
PRODUCER	EFFECTIVE DATE	

ITEM FOUR. SCHEDULE OF AUTOS YOU OWN.

LIMITS OF LIABILITY IN THE DECLARATIONS APPLY TO COVERAGES INDICATED BY "X" UNLESS STATED AMOUNT IS SHOWN BELOW															
AUTO NO.	MOD- EL YEAR	TRADE NAME, MODEL, BODY TYPE, SIZE TYPE, ID NUMBER, GARAGE LOCATION	BODILY INJURY PROPERTY DAMAGE	MEDICAL PAYMENTS	PERSONAL INJURY PROTECTION	UNINSURED MOTORIST COVERAGE	UNINSURED MOTORIST	COMPREHENSIVE		SPECIFIED PERILS		COLLISION ACV LESS DEDUCTIBLE	COMBINED PHYSICAL DAMAGE		TOWING
								ACV OR \$	LESS DEDUC- TIBLE \$	ACV OR \$	LESS DEDUC- TIBLE \$		ACV OR \$	LESS DEDUC- TIBLE \$	
<p>PER COMPOSITE RATE ENDORSEMENT ATTACHED</p> <p><b>REDACTED</b></p>															
LOSS PAYEE															
AUTO NO.	EXCEPT FOR TOWING, ALL PHYSICAL DAMAGE LOSS IS PAYABLE TO YOU AND THE LOSS PAYEE NAMED BELOW AS INTERESTS MAY APPEAR AT THE TIME OF LOSS.														
CORRESPONDS TO ENDT #12															





IF THE FOLLOWING INFORMATION IS NOT COMPLETE, REFER TO THE APPROPRIATE DECLARATIONS ATTACHED TO THE POLICY.

INSURED	POLICY NUMBER 2-49 LA 310 07 53	SEQUENTIAL NO.
PRODUCER	EFFECTIVE DATE	

### DECLARATIONS

ONLY THOSE ENDORSEMENTS APPLY FOR WHICH AN "X" IS ENTERED IN THE APPLICABLE BOX.

BUSINESS AUTO POLICY	GARAGE POLICY	TRUCKERS' POLICY
----------------------------	------------------	---------------------

REDACTED

- |                                     |                          |                          |                                                                                                                  |
|-------------------------------------|--------------------------|--------------------------|------------------------------------------------------------------------------------------------------------------|
| <input checked="" type="checkbox"/> |                          | <input type="checkbox"/> | • AMENDMENT OF PART IV—LIABILITY INSURANCE—CALIFORNIA (BUSINESS AUTO POLICY AND TRUCKERS' POLICY) (100904-11-82) |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | • CHANGES IN UNINSURED MOTORISTS INSURANCE (CA 21 02 08 80)                                                      |
| <input type="checkbox"/>            | <input type="checkbox"/> | <input type="checkbox"/> | • CHANGES IN POLICY—CANCELLATION (PA 02 04 01 78)                                                                |
|                                     | <input type="checkbox"/> |                          | • AMENDMENT OF PART IV—LIABILITY INSURANCE—CALIFORNIA (GARAGE POLICY) (101610-11-82)                             |
| <input type="checkbox"/>            | <input type="checkbox"/> | <input type="checkbox"/> | • CALIFORNIA PUBLIC SCHOOLS AND COMMUNITY COLLEGE ENDORSEMENT (101611-11-82)                                     |
| <input type="checkbox"/>            | <input type="checkbox"/> | <input type="checkbox"/> | • EXCLUSION OF NAMED DRIVER—CALIFORNIA (101612-11-82) NAMED INDIVIDUAL(S):                                       |
| ACCEPTED BY _____                   |                          |                          |                                                                                                                  |
| <input type="checkbox"/>            | <input type="checkbox"/> | <input type="checkbox"/> | • LEASING OR RENTAL CONCERNS—CONTINGENT COVERAGE—CALIFORNIA (CA 20 26 06 81)                                     |
| LIMIT OF LIABILITY \$               |                          |                          |                                                                                                                  |
| <input type="checkbox"/>            | <input type="checkbox"/> | <input type="checkbox"/> | • INDIVIDUAL NAMED INSURED—SUPERIOR AUTO COVERAGE (101601-11-82)                                                 |
| <input type="checkbox"/>            | <input type="checkbox"/> | <input type="checkbox"/> | • INDIVIDUAL NAMED INSURED—REGULAR AUTO COVERAGE (101602-11-82)                                                  |

This Form must be attached to Change Endorsement when issued after the Policy is written.

CORRESPONDS TO ENDT #12	
ONE OF THE FIREMAN'S FUND INSURANCE COMPANIES AS NAMED IN THE POLICY	
STOCK NO. 5985-10-81 CA (REV.)	PRESIDENT

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## COMMERCIAL AUTOMOBILE COVERAGE

### POLICY COVERAGE

These self-contained policy provisions, together with other applicable terms, conditions, exclusions, coverage parts and endorsements of this policy which are a part of this policy by designation in the Declarations, complete the Auto coverage provided by this policy. The premium is included in the Declarations of this Policy.

### BUSINESS AUTO POLICY

In return for the payment of the premium and subject to all the terms of this policy and the coverages and endorsements which are a part of this policy by designation in the Declarations, we agree with you as follows:

#### PART I — WORDS AND PHRASES WITH SPECIAL MEANING — READ THEM CAREFULLY

The following words and phrases have special meaning throughout this policy and appear, other than in the Declarations, in **boldface type** when used.

A. **"You"** and **"your"** mean the person or organization shown as the named insured in ITEM ONE of the Declarations.

B. **"We"**, **"us"** and **"our"** mean the company providing the insurance.

C. **"Accident"** includes continuous or repeated exposure to the same conditions resulting in **bodily injury** or **property damage** the insured neither expected nor intended.

D. **"Auto"** means a land motor vehicle, trailer or semitrailer designed for travel on public roads but does not include **mobile equipment**.

E. **"Bodily injury"** means bodily injury, sickness or disease resulting from any of these.

F. **"Insured"** means any person or organization qualifying as an insured in the WHO IS INSURED section of the applicable insurance. Except with respect to our limit of liability, the insurance afforded applies separately to each insured who is seeking coverage or against whom a claim is made or suit is brought.

G. **"Loss"** means direct and accidental damage or loss.

H. **"Mobile equipment"** means any of the following type of land vehicles:

1. Specialized equipment such as: Bulldozers; Power shovels; Rollers, graders or scrapers; Farm machinery; Cranes; Street sweepers or other cleaners; Diggers; Forklifts; Pumps; Generators; Air Compressors; Drills; Other similar equipment.

2. Vehicles designed for use principally off public roads.

3. Vehicles maintained solely to provide mobility for such specialized equipment when permanently attached.

4. Vehicles not required to be licensed.

5. Autos maintained for use solely on your premises or that

## BUSINESS AUTO POLICY

140583-11-81 (REV.)

part of roads or other accesses that adjoin your premises.

I. **"Property damage"** means damage to or loss of use of tangible property.

J. **"Trailer"** includes semitrailer.

K. **"Description of Covered Auto Designation Symbols"** when shown in Item Two of the Declarations means:

#### SYMBOL

#### DESCRIPTION

1 = ANY AUTO.

2 = OWNED AUTOS ONLY.\* Only those autos you own (and for liability coverage any trailers you don't own while attached to power units you own). This includes those autos whose ownership you acquire after the policy begins.

3 = OWNED PRIVATE PASSENGER AUTOS ONLY.\* Only the private passenger autos you own. This includes those private passenger autos whose ownership you acquire after the policy begins.

4 = OWNED AUTOS OTHER THAN PRIVATE PASSENGER AUTOS.\* Only those autos you own which are not of the private passenger type (and for liability coverage any trailers you don't own while attached to power units you own). This includes those autos, not of the private passenger type, whose ownership you acquire after the policy begins.

5 = OWNED AUTOS SUBJECT TO NO-FAULT.\* Only those autos you own which are required to have No-Fault benefits in the state where they are licensed or principally garaged. This includes those autos whose ownership you acquire after the policy begins provided they are required to have No-Fault benefits in the state where they are licensed or principally garaged.

6 = OWNED AUTOS SUBJECT TO A COMPULSORY UNINSURED MOTORISTS LAW.\*

This Form must be attached to Change Endorsement when issued after the Policy is written.

ONE OF THE FIREMAN'S FUND INSURANCE COMPANIES AS NAMED IN THE POLICY

11XCL

PRESIDENT

STOCK NO. 140583-11-81 (REV.)

PAGE ONE OF EIGHT

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SYMBOL	DESCRIPTION	SYMBOL	DESCRIPTION
	Only those autos you own which, because of the law in the state where they are licensed or principally garaged, are required to have and cannot reject uninsured motorists insurance. This includes those autos whose ownership you acquire after the policy begins provided they are subject to the same state uninsured motorists requirement.		from any of your employees or members of their households.
7	= SPECIFICALLY DESCRIBED AUTOS. Only those autos described in ITEM FOUR (and for liability coverage any trailers you don't own while attached to any power unit described in ITEM FOUR).	9	= NONOWNED AUTOS ONLY. Only those autos you do not own, lease, hire or borrow which are used in connection with your business. This includes autos owned by your employees or members of their households but only while used in your business or your personal affairs.
8	= HIRED AUTOS ONLY. Only those autos you lease, hire, rent or borrow. This does not include any auto you lease, hire, rent or borrow	10	= Any other AUTOS. Only those specifically described in the covered auto description in ITEM TWO of the Declarations.

\*Owned Autos include an auto leased to you under a leasing agreement of one year or more, including any substitute or replacement, for which the leasing agreement requires you to provide primary insurance for the lessor.

#### PART II - WHICH AUTOS ARE COVERED AUTOS

A. ITEM TWO in the Declarations shows the symbols of the autos that are covered autos for each of your coverages. The numerical symbols explained in PART I.K. describe which autos are covered autos. The symbols entered next to a coverage designate the only autos that are covered autos.

#### B. OWNED AUTOS YOU ACQUIRE AFTER THE POLICY BEGINS.

1. If symbols "1", "2", "3", "4", "5" or "6" are entered next to a coverage in ITEM TWO, then you already have coverage for autos of the type described until the policy ends.
2. But, if symbol "7" is entered next to a coverage in ITEM TWO, an auto you acquire will be a covered auto for that coverage only if:

a. We already insure all autos that you own for that coverage or it replaces an auto you previously owned that had that coverage; and

b. You tell us within 30 days after you acquire it that you want us to insure it for that coverage.

#### C. CERTAIN TRAILERS AND MOBILE EQUIPMENT.

If the policy provides liability insurance, the following types of vehicles are covered autos for liability insurance:

1. Trailers with a load capacity of 2,000 pounds or less designed primarily for travel on public roads.
2. Mobile equipment while being carried or towed by a covered auto.

#### PART III - WHERE AND WHEN THIS POLICY COVERS

We cover accidents and losses which occur during the policy period:

A. In the United States of America, its territories or possessions,

Puerto Rico or Canada; or

B. While the covered auto is being transported between any of these places.

#### PART IV - LIABILITY INSURANCE

##### A. WE WILL PAY.

1. We will pay all sums the insured legally must pay as damages because of bodily injury or property damage to which this insurance applies, caused by an accident and resulting from the ownership, maintenance or use of a covered auto.

2. We have the right and duty to defend any suit asking for these damages. However, we have no duty to defend suits for bodily injury or property damage not covered by this policy. We may investigate and settle any claim or suit as we consider appropriate. Our payment of the LIABILITY INSURANCE limit ends our duty to defend or settle.

##### B. WE WILL ALSO PAY.

In addition to our limit of liability, we will pay for the insured:

1. Up to \$250 for cost of bail bonds (including bonds for related traffic law violations) required because of an accident we cover. We do not have to furnish these bonds.
2. Premiums on appeal bonds in any suit we defend.
3. Premiums on bonds to release attachments in a suit we defend but only for bonds up to our limit of liability.
4. All costs taxed to the insured in a suit we defend.
5. All interest accruing after the entry of the judgment in a



suit we defend. Our duty to pay interest ends when we pay or tender our limit of liability.

6. Up to \$50 a day for loss of earnings (but not other income) because of attendance at hearings or trials at our request.

7. Other reasonable expenses incurred at our request.

#### C. WE WILL NOT COVER — EXCLUSIONS.

This insurance does not apply to:

1. Liability assumed under any contract or agreement.

2. Any obligation for which the insured or his or her insurer may be held liable under any workers' compensation or disability benefits law or under any similar law.

3. Any obligation of the insured to indemnify another for damages resulting from bodily injury to the insured's employee.

4. Bodily injury to any fellow employee of the insured arising out of and in the course of his or her employment.

5. Bodily injury to any employee of the insured arising out of and in the course of his or her employment by the insured. However, this exclusion does not apply to bodily injury to domestic employees not entitled to workers' compensation benefits.

6. Property damage to property owned or transported by the insured or in the insured's care, custody or control.

7. Bodily injury or property damage resulting from the handling of property:

a. Before it is moved from the place where it is accepted by the insured for movement into or onto the covered auto, or

b. After it is moved from the covered auto to the place where it is finally delivered by the insured.

8. Bodily injury or property damage resulting from the movement of property by a mechanical device (other than a hand truck) not attached to the covered auto.

9. Bodily injury or property damage caused by the dumping, discharge or escape of irritants, pollutants or contaminants. This exclusion does not apply if the discharge is sudden and accidental.

#### D. WHO IS INSURED.

1. You are an insured for any covered auto.

2. While any covered auto is rented or leased to you and is being used by or for you, its owner or anyone else from whom you rent or lease it is an insured but only for that covered auto. However, that covered auto's owner or anyone else from whom it is rented or leased is not an insured for liability resulting from defects or faulty workmanship.

3. Anyone else is an insured while using with your permission a covered auto you own, hire or borrow except:

a. The owner of a covered auto you hire or borrow from

one of your employees or a member of his or her household.

b. Someone using a covered auto while he or she is working in a business of selling, servicing, repairing or parking autos unless that business is yours.

c. Anyone other than your employees, a lessee or borrower or any of their employees, while moving property to or from a covered auto.

4. Anyone is an insured for his or her liability because of acts or omissions of an insured described above. However, the owner of or anyone else from whom you hire or borrow a covered auto is an insured only if that auto is a trailer connected to a covered auto you own.

#### E. OUR LIMIT OF LIABILITY

Regardless of the number of covered autos, insureds, claims made or vehicles involved in the accident, our limit of liability is as shown in the Declarations and as defined below:

1. Combined bodily injury liability and property damage liability.

The most we will pay for all damages resulting from any one accident is the LIABILITY INSURANCE limit shown in the Declarations.

2. Separate limits of liability for bodily injury liability and property damage liability.

The most we will pay for all damages resulting from bodily injury to any one person caused by any one accident is the limit of Bodily Injury Liability shown in the Declarations for "each person".

Subject to the limit for "each person", the most we will pay for all damages resulting from bodily injury caused by any one accident is the limit of Bodily Injury Liability shown in the Declarations for "each accident".

The most we will pay for all damages resulting from property damage caused by any one accident is the limit of Property Damage Liability shown in the Declarations.

For the purpose of determining our limit of liability under 1. or 2. above, all bodily injury and property damage resulting from continuous or repeated exposure to substantially the same conditions will be considered as resulting from one accident.

#### F. OUT OF STATE EXTENSIONS OF COVERAGE.

1. While a covered auto is away from the state where it is licensed we will:

a. Increase this policy's liability limits to meet those specified by a compulsory or financial responsibility law in the jurisdiction where the covered auto is being used.

b. Provide the minimum amounts and types of other coverages, such as "No-Fault", required out of state vehicles by the jurisdiction where the covered auto is being used.

2. We will not pay anyone more than once for the same elements of loss because of these extensions.

### PART V — AUTO MEDICAL PAYMENTS INSURANCE

#### A. WORDS AND PHRASES WITH SPECIAL MEANING:

In addition to the WORDS AND PHRASES WITH SPECIAL MEANING in the policy, the following words and

phrases have special meaning for AUTO MEDICAL PAYMENTS INSURANCE:

1. "Family member" means a person related to you, by blood, marriage or adoption who is a resident of your household, including a ward or foster child.

2. "Occupying" means in, upon, getting in, on, out or off.

#### B. WE WILL PAY.

We will pay reasonable expenses incurred for necessary medical and funeral services to or for an insured who sustains bodily injury caused by accident. We will pay only those expenses incurred within three years from the date of the accident.

#### C. WE WILL NOT COVER — EXCLUSIONS.

This insurance does not apply to:

1. Bodily injury sustained by an insured while occupying a vehicle located for use as a premises.

2. Bodily injury sustained by you or any family member while occupying or struck by any vehicle (other than a covered auto) owned by you or furnished or available for your regular use.

3. Bodily injury sustained by any family member while occupying or struck by any vehicle (other than a covered auto) owned by or furnished or available for the regular use of any family member.

4. Bodily injury to your employee arising out of and in the course of employment by you. However, we will cover bodily injury to your domestic employees if not entitled to workers' compensation benefits.

5. Bodily injury to an insured while working in a business of selling, servicing, repairing or parking autos unless that business is yours.

6. Bodily injury caused by declared or undeclared war or insurrection or any of their consequences.

7. Bodily injury to anyone using a vehicle without a reasonable belief that the person is entitled to do so.

#### D. WHO IS INSURED.

1. You or any family member while occupying or, while a pedestrian, when struck by any auto.

2. Anyone else occupying a covered auto or a temporary substitute for a covered auto. The covered auto must be out of service because of its breakdown, repair, servicing, loss or destruction.

#### E. OUR LIMIT OF LIABILITY.

Regardless of the number of covered autos, insureds, claims made or vehicles involved in the accident, the most we will pay for bodily injury for each insured injured in any one accident is the limit of AUTO MEDICAL PAYMENTS shown in the Declarations.

#### F. CHANGES IN CONDITIONS.

The CONDITIONS of the policy are changed for AUTO MEDICAL PAYMENTS INSURANCE as follows:

1. OUR RIGHT TO RECOVER FROM OTHERS does not apply.

2. The reference in OTHER INSURANCE to "other collectible insurance" applies only to other collectible auto medical payments insurance.

### PART VI — UNINSURED MOTORISTS INSURANCE

#### A. WORDS AND PHRASES WITH SPECIAL MEANING:

In addition to the WORDS AND PHRASES WITH SPECIAL MEANING in the policy, the following words and phrases have special meaning for UNINSURED MOTORISTS INSURANCE:

1. "Family member" means a person related to you by blood, marriage or adoption who is a resident of your household, including a ward or foster child.

2. "Occupying" means in, upon, getting in, on, out or off.

3. "Uninsured motor vehicle" means a land motor vehicle or trailer:

a. For which no liability bond or policy at the time of an accident provides at least the amounts required by the applicable law where a covered auto is principally garaged, or

b. For which the sum of all liability bonds or policies at the time of an accident provides at least the amounts required by the applicable law where a covered auto is principally garaged but their limits are less than the limit of this insurance, or

c. For which an insuring or bonding company denies coverage or is or becomes insolvent, or

d. Which is a hit-and-run vehicle and neither the driver nor

owner can be identified. The vehicle must hit an insured, a covered auto or a vehicle an insured is occupying.

However, "uninsured motor vehicle" does not include any vehicle:

a. Owned or operated by a self-insurer under any applicable motor vehicle law.

b. Owned by a governmental unit or agency.

c. Designed for use mainly off public roads while not on public roads.

#### B. WE WILL PAY

1. We will pay all sums the insured is legally entitled to recover as damages from the owner or driver of an uninsured motor vehicle. The damages must result from bodily injury sustained by the insured caused by an accident. The owner's or driver's liability for these damages must result from the ownership, maintenance or use of the uninsured motor vehicle.

2. If this insurance provides a limit in excess of the amounts required by the applicable law where a covered auto is principally garaged, we will pay only after all liability bonds or policies have been exhausted by judgments or payments.

3. Any judgment for damages arising out of a suit brought without our written consent is not binding on us.

#### C. WE WILL NOT COVER — EXCLUSIONS.

The insurance does not apply to:

1. Any claim settled without our consent.
2. The direct or indirect benefit of any insurer or self-insurer under any workers' compensation, disability benefits or similar law.
3. **Bodily injury** sustained by you or any family member while occupying or struck by any vehicle owned by you or any family member which is not a covered auto.
4. Anyone using a vehicle without a reasonable belief that the person is entitled to do so.

#### D. WHO IS INSURED.

1. **You or any family member.**
2. Anyone else occupying a covered auto or a temporary substitute for a covered auto. The covered auto must be out of service because of its breakdown, repair, servicing, loss or destruction.
3. Anyone for damages he is entitled to recover because of bodily injury sustained by another insured.

#### E. OUR LIMIT OF LIABILITY.

1. Regardless of the number of covered autos, insureds, claims made or vehicles involved in the accident, our limit of liability is as follows:

The most we will pay for all damages resulting from bodily injury to any one person caused by any one accident is the limit shown in the Declarations for "each person".

Subject to the limit for "each person", the most we will pay for all damages resulting from bodily injury caused by any one accident is the limit shown in the Declarations for "each accident."

2. Any amount payable under this insurance shall be reduced by:

- a. All sums paid or payable under any workers' compensation, disability benefits or similar law, and
- b. All sums paid by or for anyone who is legally responsible, including all sums paid under the policy's LIABILITY

#### INSURANCE.

3. Any amount paid under this insurance will reduce any amount an insured may be paid under the policy's LIABILITY INSURANCE.

#### F. CHANGES IN CONDITIONS.

The CONDITIONS of the policy are changed for UNINSURED MOTORISTS INSURANCE as follows:

1. The reference in OTHER INSURANCE to "other collectible insurance" applies only to other collectible uninsured motorists insurance.

2. **YOUR DUTIES AFTER ACCIDENT OR LOSS** is changed by adding the following:

- a. Promptly notify the policy if a hit-and-run driver is involved, and
- b. Promptly send us copies of the legal papers if a suit is brought.

3. **OUR RIGHT TO RECOVER FROM OTHERS** is changed by adding the following:

If we make any payment and the insured recovers from another party, the insured shall hold the proceeds in trust for us and pay us back the amount we have paid.

4. The following Condition is added:

#### ARBITRATION

- a. If we and an insured disagree whether the insured is legally entitled to recover damages from the owner or driver of an uninsured motor vehicle or do not agree as to the amount of damages, either party may make a written demand for arbitration. In this event, each party will select an arbitrator. The two arbitrators will select a third. If they cannot agree within 30 days, either may request that selection be made by a judge of a court having jurisdiction. Each party will pay the expenses it incurs and bear the expenses of the third arbitrator equally.

- b. Unless both parties agree otherwise, arbitration will take place in the county in which the insured lives. Local rules of law as to arbitration procedure and evidence will apply. A decision agreed to by two of the arbitrators will be binding.

### PART VII — PHYSICAL DAMAGE

#### A. WE WILL PAY.

1. We will pay for loss to a covered auto or its equipment under:

- a. **Comprehensive Coverage.** From any cause except the covered auto's collision with another object or its overturn.

- b. **Specified Perils Coverage.** Caused by:

- (1) Fire or explosion;
- (2) Theft;
- (3) Windstorm, hail or earthquake;
- (4) Flood;
- (5) Mischief or vandalism;
- (6) The sinking, burning, collision or derailment of any conveyance transporting the covered auto.

- c. **Collision Coverage.** Caused by the covered auto's collision with another object or its overturn.

- d. **Combined Physical Damage Coverage.** From any cause including the covered auto's collision with another object or its overturn.

#### 2. Towing.

We will pay up to \$25 for towing and labor costs incurred each time a covered auto of the private passenger type is disabled. However, the labor must be performed at the place of disablement.

#### B. WE WILL ALSO PAY.

We will also pay up to \$10 per day to a maximum of \$300 for transportation expense incurred by you because of the total theft of a covered auto of the private passenger type. We will pay only for those covered autos for which you



carry either Comprehensive or Specified Perils Coverage. We will pay for transportation expenses incurred during the period beginning 48 hours after the theft and ending, regardless of the policy's expiration, when the covered auto is returned to use or we pay for its loss.

#### C. WE WILL NOT COVER — EXCLUSIONS.

This insurance does not apply to:

1. Wear and tear, freezing, mechanical or electrical breakdown unless caused by other loss covered by this policy.
2. Blowouts, punctures or other road damage to tires unless caused by other loss covered by this policy.
3. Loss caused by declared or undeclared war or insurrection or any of their consequences;
4. Loss caused by the explosion of a nuclear weapon or its consequences.
5. Loss caused by radioactive contamination.
6. Loss to tape decks or other sound reproducing equipment not permanently installed in a covered auto.
7. Loss to tapes, records or other sound reproducing devices designed for use with sound reproducing equipment.
8. Loss to any sound receiving equipment designed for use as a citizens' band radio, two-way mobile radio or telephone or scanning monitor receiver, including its antennas and other accessories, unless permanently installed in the dash or console opening normally used by the auto manufacturer for the installation of a radio.

#### D. HOW WE WILL PAY FOR LOSSES — THE MOST

#### WE WILL PAY.

1. At our option we may:

- a. Pay for, repair or replace damaged or stolen property; or
- b. For theft, return the stolen property, at our expense. We will pay for any damage that results to the auto from the theft.

2. The most we will pay for loss is the smaller of the following amounts:

- a. The amount shown in ITEM FOUR, Schedule of Autos You Own, in the Declarations.
- b. The actual cash value of the damaged or stolen property at the time of loss.
- c. The cost of repairing or replacing the damaged or stolen property with other of like kind or quality.

3. For each covered auto, our obligation to pay for, repair, return or replace damaged or stolen property will be reduced by the applicable deductible shown in the Declarations. Any Comprehensive Coverage deductible shown in the Declarations does not apply to loss caused by fire or lightning.

#### E. GLASS BREAKAGE — HITTING A BIRD OR ANIMAL — FALLING OBJECTS OR MISSILES.

We will pay for glass breakage, loss caused by hitting a bird or animal or by falling objects or missiles under Comprehensive Coverage for the damaged covered auto. However, you have the option of having glass breakage caused by a covered auto's collision or overturn considered a loss under Collision Coverage.

### PART VIII — CONDITIONS

The insurance provided by this policy is subject to the following conditions:

#### A. YOUR DUTIES AFTER ACCIDENT OR LOSS.

1. You must promptly notify us or our agent of any accident or loss. You must tell us how, when and where the accident or loss happened. You must assist in obtaining the names and addresses of any injured persons and witnesses.
2. Additionally, you and other involved insureds must:
  - a. Cooperate with us in the investigation, settlement or defense of any claim or suit. No insured shall, except at his or her own cost, voluntarily make any payment, assume any obligation or incur any expense.
  - b. Immediately send us copies of any notices or legal papers received in connection with the accident or loss.
  - c. Submit at our expense and as often as we require to physical examinations by physicians we select.
  - d. Authorize us to obtain medical reports and other pertinent medical information.
3. Additionally, to recover for loss to a covered auto or its equipment you must do the following:
  - a. Permit us to inspect and appraise the damaged property before its repair or disposition.
  - b. Do what is reasonably necessary after loss at our expense

to protect the covered auto from further loss.

c. Submit a proof of loss when required by us.

d. Promptly notify the police if the covered auto or any of its equipment is stolen.

#### B. OTHER INSURANCE

1. For any covered auto you own this policy provides primary insurance. For any covered auto you don't own, the insurance provided by this policy is excess over any other collectible insurance. However, while a covered auto which is a trailer is connected to another vehicle the liability coverage this policy provides for the trailer:

- a. Is excess while it is connected to a motor vehicle you don't own.
- b. Is primary while it is connected to a covered auto you own.

2. When two or more policies cover on the same basis, either excess or primary, we will pay only our share. Our share is the proportion that the limit of our policy bears to the total of the limits of all the policies covering on the same basis.

#### C. OUR RIGHT TO RECOVER FROM OTHERS.

If we make any payment, we are entitled to recover what we paid from other parties. Any person to or for whom we make payment must transfer to us his or her rights of

recovery against any other party. This person must do everything necessary to secure these rights and must do nothing that would jeopardize them.

**D. CANCELLING THIS POLICY DURING THE POLICY PERIOD.**

1. You must cancel the policy by returning it to us or by giving us advance notice of the date cancellation is to take effect.

2. We may cancel the policy by mailing you at least 10 days notice at your last address known by us. We may deliver any notice instead of mailing it. Proof of mailing of any notice will be sufficient proof of notice.

3. The effective date of cancellation stated in the notice shall become the end of the policy period.

4. If this policy is cancelled, you may be entitled to a premium refund. If so, we will send you the refund. However, making or offering to make the refund is not a condition of cancellation. If you cancel, the refund, if any, will be computed in accordance with the customary short rate procedure. If we cancel, the refund, if any, will be computed pro rata.

**E. LEGAL ACTION AGAINST US.**

No legal action may be brought against us until there has been full compliance with all the terms of this policy. In addition, under LIABILITY INSURANCE, no legal action may be brought against us until we agree in writing that the insured has no obligation to pay or until the amount of that obligation has been finally determined by judgment after trial. No person or organization has any right under this policy to bring us into any action to determine the liability of the insured.

**F. INSPECTION.**

At our option we may inspect your property and operations at any time. These inspections are for our benefit only. By our right to inspect or by our making any inspection we make no representation that your property or operations are safe, not harmful to health or comply with any law, rule or regulation.

**G. CHANGES.**

This policy contains all the agreements between you and us. Its terms may not be changed or waived except by endorsement issued by us. If a change requires a premium adjustment, we will adjust the premium as of the effective date of change. If we revise this policy form to provide more coverage without additional premium charge your policy will automatically provide the additional coverage as of the date the revision is effective in your state.

**H. TRANSFER OF YOUR INTEREST IN THIS POLICY.**

Your rights and duties under this policy may not be assigned without our written consent.

**I. NO BENEFIT TO BAILEE -- PHYSICAL DAMAGE INSURANCE ONLY.**

We will not recognize any assignment or grant any coverage for the benefit of any person or organization holding, storing or transporting property for a fee regardless of any other provision of this policy.

**J. BANKRUPTCY.**

Bankruptcy or insolvency of the insured shall not relieve us of any obligations under this policy.

**K. APPRAISAL FOR PHYSICAL DAMAGE LOSSES.**

1. If you and we fail to agree as to the amount of loss either may demand an appraisal of the loss. In such event, you and we shall each select a competent appraiser, and the appraisers shall select a competent and disinterested umpire. The appraisers shall state separately that actual cash value and the amount of loss, and, failing to agree, shall submit their differences to the umpire. An award in writing of any two shall determine the amount of loss. You and we shall each pay the chosen appraiser and shall bear equally the other expenses of the appraisal and umpire.

2. We shall not be held to have waived any of our rights by any act relating to appraisal.

**L. TWO OR MORE POLICIES ISSUED BY US.**

If this policy and any other policy issued to you by us or any company affiliated with us apply to the same accident, the aggregate maximum limit of liability under all the policies shall not exceed the highest applicable limit of liability under any one policy. This condition does not apply to any policy issued by us or an affiliated company specifically to apply as excess insurance over this policy.

**M. ESTIMATED ANNUAL PREMIUM.**

The estimated annual premium for this policy is based on the exposures you told us you would have when this policy began.

We will compute your final premium due when we determine your actual exposures. The estimated annual premium will be credited against the final premium due and you will be billed for the balance, if any. If the estimated annual premium exceeds the final premium due you will get a refund. To determine your final premium due we may examine your records at any time during the period of coverage and up to three years afterward. If this policy is issued for more than one year, the premium shall be computed annually based on our rates or premiums in effect at the beginning of each year of the policy.

**NUCLEAR ENERGY LIABILITY EXCLUSION ENDORSEMENT  
(BROAD FORM)**

This endorsement modifies the provisions of this policy relating to all Medical Payments and Automobile Liability Insurance.

It is agreed that:

1. This policy does not apply:

A. Under any Liability Coverage, to bodily injury or property damage

(1) with respect to which an insured under this policy is also an insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters or Nuclear Insurance

Association of Canada, or would be an insured under any such policy but for its termination upon exhaustion of its limit of liability; or

(2) resulting from hazardous properties of nuclear material and with respect to which (a) any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or (b) the insured is, or had this policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization.

B. Under any Medical Payments Coverage, or under any Supplementary Payments provision relating to first aid, to expenses incurred with respect to bodily injury resulting from the hazardous properties of nuclear material and arising out of the operation of a nuclear facility by any person or organization.

C. Under any Liability Coverage, to bodily injury or property damage resulting from the hazardous properties of nuclear material, if

(1) the nuclear material (a) is at any nuclear facility owned by, or operated by or on behalf of, an insured or (b) has been discharged or dispersed therefrom;

(2) the nuclear material is contained in spent fuel or waste at any time possessed, handled, used, processed, stored, transported or disposed of by or on behalf of an insured; or

(3) the bodily injury or property damage arises out of the furnishing by an insured of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any nuclear facility, but if such facility is located within the United States of America, its territories or possessions or Canada, this exclusion (3) applies only to property damage to such nuclear facility and any property thereat.

II. As used in this endorsement:

"hazardous properties" include radioactive, toxic or explosive properties;

"nuclear material" means source material, special nuclear

material or byproduct material;

"source material", "special nuclear material", and "by-product material" have the meanings given them in the Atomic Energy Act of 1954 or in any law amendatory thereof;

"spent fuel" means any fuel element or fuel component solid or liquid, which has been used or exposed to radiation in a nuclear reactor;

"waste" means any waste material

(a) containing by-product material other than the tailings or wastes produced by the extraction or concentration of uranium or thorium from any ore processed primarily for its source material content, and

(b) resulting from the operation by any person or organization of any nuclear facility included under the first two paragraphs of the definition of nuclear facility;

"nuclear facility" means

(a) any nuclear reactor,

(b) any equipment or device designed or used for (1) separating the isotopes of uranium or plutonium, (2) processing or utilizing spent fuel, or (3) handling, processing or packaging waste,

(c) any equipment or device used for the processing, fabricating or alloying of special nuclear material if at any time the total amount of such material in the custody of the insured at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235,

(d) any structure, basic, excavation, premises or place prepared or used for the storage or disposal of waste, and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations;

"nuclear reactor" means any apparatus designed or used to sustain nuclear fission in a self-sustaining chain reaction or to contain a critical mass of fissionable material.

"property damage" includes all forms of radioactive contamination of property.

IN WITNESS WHEREOF, we have caused this policy to be signed by our President and Secretary, but it shall not be binding upon us unless it is countersigned on the General Declarations page by one of our duly authorized agents,

SECRETARY

*Jim Benedict*

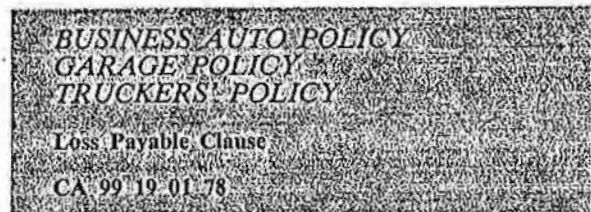
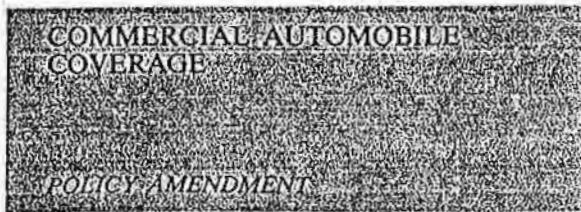
PRESIDENT

*Myron A. Baine*

FFIC0050717

FFIC\_EPA\_0000185





IF THE FOLLOWING INFORMATION IS NOT COMPLETE, REFER TO THE APPROPRIATE DECLARATIONS ATTACHED TO THE POLICY.

INSURED	POLICY NUMBER 0-49 1A 310-117 52	SEQUENTIAL NO.
PRODUCER	EFFECTIVE DATE	

### DECLARATIONS

#### LOSS PAYEE

HOME BANK  
15625 SOUTH LAKEWOOD BLVD  
PARAMOUNT, CA 90723

APPLICABLE TO COVERED  
AUTO IDENTIFIED AS

69 GMC STAKE  
TRUCK #3872

REDACTED

- A. We will pay you and the loss payee named in the Declarations for loss to a covered auto, as interest may appear.
- B. The insurance covers the interest of the loss payee unless the loss results from fraudulent acts or omissions on your part.
- C. We may cancel the policy as allowed by CANCEL-

LING THIS POLICY DURING THE POLICY PERIOD. Cancellation ends this agreement as to the loss payee's interest. If we cancel the policy we will mail you and the loss payee the same advance notice.

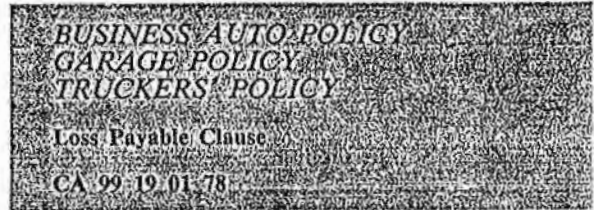
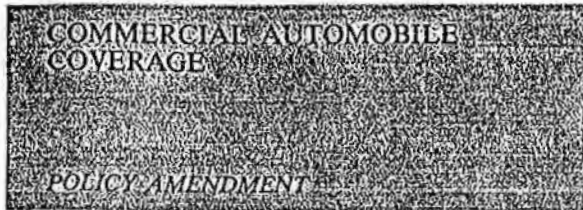
D. If we make any payment to the loss payee, we will obtain his rights against any other party.

This Form must be attached to Change Endorsement when issued after the Policy is written.

ONE OF THE FIREMAN'S FUND INSURANCE COMPANIES AS NAMED IN THE POLICY	CORRESPONDS TO ENDT #12
STOCK NO. CA 99 19 01 78	 PRESIDENT

FFIC0050662

FFIC\_EPA\_0000186



IF THE FOLLOWING INFORMATION IS NOT COMPLETE, REFER TO THE APPROPRIATE DECLARATIONS ATTACHED TO THE POLICY.

INSURED	POLICY NUMBER 2-49 1A 310 07 53	SEQUENTIAL NO.
PRODUCER	EFFECTIVE DATE	

### DECLARATIONS

#### LOSS PAYEE

BANK OF AMERICA  
1840 LONG BEACH BLVD  
LONG BEACH, CA

#### APPLICABLE TO COVERED AUTO IDENTIFIED AS

77 MERCEDES 300D 4DR  
SEDAN #3735

82 OLDS CUTLASS SUPR  
#5197

1984 Toyota  
#3332 Cressida

REDACTED

- A. We will pay you and the loss payee named in the Declarations for loss to a covered auto, as interest may appear.
- B. The insurance covers the interest of the loss payee unless the loss results from fraudulent acts of omissions on your part.
- C. We may cancel the policy as allowed by CANCEL-

LING THIS POLICY DURING THE POLICY PERIOD. Cancellation ends this agreement as to the loss payee's interest. If we cancel the policy we will mail you and the loss payee the same advance notice.

- D. If we make any payment to the loss payee, we will obtain his rights against any other party.

1984 Buick  
#2337

OK

This Form must be attached to Change Endorsement when issued after the Policy is written.

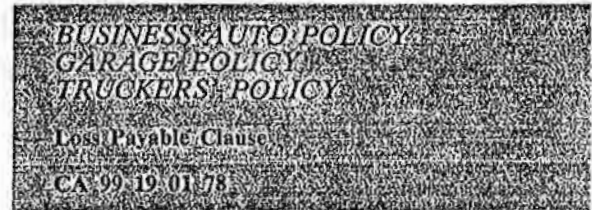
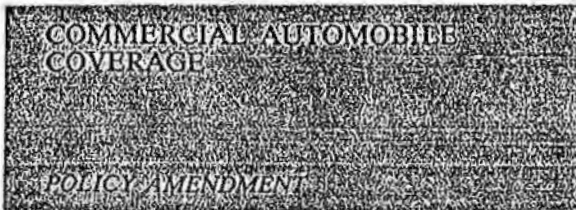


STOCK NO. CA 99 19 01 78

FFIC0050663

FFIC\_EPA\_0000187





IF THE FOLLOWING INFORMATION IS NOT COMPLETE, REFER TO THE APPROPRIATE DECLARATIONS ATTACHED TO THE POLICY.

INSURED	POLICY NUMBER 7-49 1A 310/07 53	SEQUENTIAL NO.
PRODUCER	EFFECTIVE DATE	

### DECLARATIONS

LOSS PAYEE

BARCLAY'S BANK  
1025 EAST ORANGETHORPE AVE  
ANAHEIM, CA 92801

APPLICABLE TO COVERED  
AUTO IDENTIFIED AS

71 FORD TRACTOR  
#0794

REDACTED

- A. We will pay you and the loss payee named in the Declarations for loss to a covered auto, as interest may appear.
- B. The insurance covers the interest of the loss payee unless the loss results from fraudulent acts of omissions on your part.
- C. We may cancel the policy as allowed by CANCEL-

LING THIS POLICY DURING THE POLICY PERIOD. Cancellation ends this agreement as to the loss payee's interest. If we cancel the policy we will mail you and the loss payee the same advance notice.

D. If we make any payment to the loss payee, we will obtain his rights against any other party.

This Form must be attached to Change Endorsement when issued after the Policy is written.

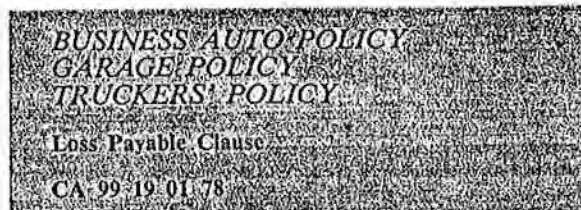
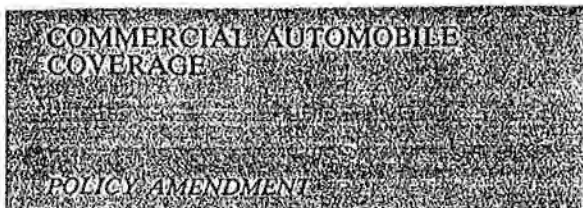


STOCK NO. CA 99 19 01 78

FFIC0050664

FFIC\_EPA\_0000188





IF THE FOLLOWING INFORMATION IS NOT COMPLETE, REFER TO THE APPROPRIATE DECLARATIONS ATTACHED TO THE POLICY.

INSURED	POLICY NUMBER	SEQUENTIAL NO.
PRODUCER	240 LA 310 07 53 EFFECTIVE DATE	

### DECLARATIONS

LOSS PAYEE

G M A C  
P O BOX 5000  
WESTMINSTER, CA 92683

APPLICABLE TO COVERED  
AUTO IDENTIFIED AS

83 BUICK REGAL  
#7592

- A. We will pay you and the loss payee named in the Declarations for loss to a covered auto, as interest may appear.
- B. The insurance covers the interest of the loss payee unless the loss results from fraudulent acts of omissions on your part.
- C. We may cancel the policy as allowed by CANCEL-

LING THIS POLICY DURING THE POLICY PERIOD. Cancellation ends this agreement as to the loss payee's interest. If we cancel the policy we will mail you and the loss payee the same advance notice.

D. If we make any payment to the loss payee, we will obtain his rights against any other party.

OK

This Form must be attached to Change Endorsement when issued after the Policy is written.



FFIC0050665

FFIC\_EPA\_0000189

**COMMERCIAL AUTOMOBILE  
COVERAGE**

**POLICY AMENDMENT**

**BUSINESS AUTO POLICY  
GARAGE POLICY  
TRUCKERS' POLICY**

**Mexico Endorsement**

**101609—11-82**

This policy is extended to apply while any covered auto is being operated in the Republic of Mexico for a period not exceeding ten days at any one time. It is agreed that such

insurance as is provided by this policy only by reason of the terms of this paragraph shall be excess insurance over any other valid and collectible insurance available to you.

**WARNING**

Unless you have automobile insurance written by a Mexican insurance company, you may spend many hours or days in jail, if you have an accident in Mexico. Insurance coverage should be secured from a company

licensed under the laws of Mexico to write such insurance in order to avoid complications and some other penalties possible under the laws of Mexico, including the possible impoundment of your auto.

This Form must be attached to Change Endorsement when issued after the Policy is written.

2-49 LA 310 07 53

CORRESPONDS TO EDT #12  
ONE OF THE FIREMAN'S FUND INSURANCE COMPANIES AS NAMED IN THE POLICY

11 XCL

*Myron Du Buisson*  
PRESIDENT

STOCK NO. 101609—11-82

FFIC0050666

FFIC\_EPA\_0000190

This endorsement modifies such insurance as is afforded by the provisions of the policy relating to the following:  
COMPREHENSIVE AUTOMOBILE LIABILITY INSURANCE --- BASIC AUTOMOBILE LIABILITY INSURANCE

AMENDMENT OF DEFINITION OF "AUTOMOBILE BUSINESS" — CALIFORNIA

It is agreed that the definition of "automobile business" in this policy is deleted and replaced by the following:  
"automobile business" means the business or occupation of selling, repairing, servicing, delivering, testing, road-testing, parking, or storing automobiles.

FIREMAN'S FUND INSURANCE COMPANY  
THE AMERICAN INSURANCE COMPANY  
NATIONAL SURETY CORPORATION  
ASSOCIATED INDEMNITY CORPORATION  
AMERICAN AUTOMOBILE INSURANCE COMPANY

71-X

*Myron R. Davis*

PRESIDENT

100904-8-74

FFIC0050722

FFIC\_EPA\_0000191





**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**CHANGES IN UNINSURED MOTORISTS INSURANCE**

**A. WORDS AND PHRASES WITH SPECIAL MEANING**  
is changed as follows:

"Family member" means your spouse, whether or not a resident of your household, and any other person related to you by blood, marriage or adoption who is a resident of your household, including a ward or foster child.

Paragraph c. of "uninsured motor vehicle" is changed to read:

For which the insuring or bonding company denies coverage or refuses to admit coverage except conditionally or with reservation or becomes insolvent, or

**B. Exclusion 2 under WE WILL NOT COVER—EXCLUSIONS** is changed to read:

This insurance does not apply to:

The direct or indirect benefit of any insurer or self-insurer under any workers' compensation, disability or similar law or to the direct benefit of the United States, a state or its political subdivisions.

**C. OUR LIMIT OF LIABILITY** is changed to read:

1. Regardless of the number of covered autos, insureds, claims made or vehicles involved in the accident, the most we will pay for all damages resulting from any one accident is the limit of UNINSURED MOTORISTS INSURANCE shown in the declarations.

2. Any loss payable under this insurance shall be reduced by:

- All sums paid or payable under any workers' compensation law exclusive of non-occupational disability benefits, and
- All sums paid by or for anyone who is legally responsible, including all sums paid under the policy's LIABILITY INSURANCE.

**D. OTHER INSURANCE** is changed to read:

1. For bodily injury sustained by an insured while occupying an auto he does not own, UNINSURED MOTORISTS INSURANCE does not apply if the owner of the auto has uninsured motorists insurance.

2. Except as provided in paragraph 1, if an insured has other uninsured motorists insurance, the damages shall be deemed not to exceed the higher of the applicable limits of the respective coverages. We will pay only our share of these damages. Our share is the proportion that the limit of UNINSURED MOTORISTS INSURANCE bears to the total of the limits of all uninsured motorists insurance.

**E. The policy's condition LEGAL ACTION AGAINST US** is changed to read:

No legal action may be brought against us until there has been full compliance with all the terms of this policy nor unless within one year from the date of the accident:

- Suit for bodily injury has been filed against the uninsured motorist in a court of competent jurisdiction, or
- Agreement as to the amount due under this insurance has been concluded, or
- The insured has formally instituted legal proceedings.

**F. ARBITRATION** is changed to read:

1. If we and an insured disagree whether the insured is legally entitled to recover damages from the owner or driver of an uninsured motor vehicle or do not agree as to the amount of damages, either party may make a written demand for arbitration. In this event the disagreement will be settled by a single neutral arbitrator. Each party will bear the expenses of the arbitrator equally.

2. Unless both parties agree otherwise, arbitration will take place in the county in which the insured lives. Local rules of law as to arbitration procedures and evidence will apply. The decision of the arbitrator will be binding.

**ADDITIONAL INSURED — LESSOR**  
(CA 20 01 12 80)

INSURED	POLICY NUMBER <b>2-49 LA 310 07 53</b>
PRODUCER	EFFECTIVE DATE

INSURANCE COMPANY <b>FIREMAN'S FUND INSURANCE</b>		POLICY NUMBER <b>2-49 LA 310 07 53</b>
EFFECTIVE DATE <b>1/1/85</b>		EXPIRATION DATE <b>1/1/85</b>
NAMED INSURED AND ADDRESS <b>ANGELES CHEMICAL CO., INC., ETAL P O BOX 2163 SANTA FE SPRINGS, CA 90670</b>		
ADDITIONAL INSURED (LESSOR) <b>BOULEVARD LEASING 1890 LONG BEACH BLVD LONG BEACH, CA 90806</b>		
DESIGNATION OR DESCRIPTION OF LEASED AUTOS <b>77 MERCEDES 300D 4DR SEDAN #3735 82 OLDS CUTLASS SUPREME #5197 83 BUICK REGAL #7592</b>		

**REDACTED**

This endorsement provides only those coverages for which an entry is shown by "X" in the applicable box.

COVERAGES	LIMITS OF LIABILITY	
	EACH PERSON	EACH ACCIDENT
<input checked="" type="checkbox"/> COMBINED BODILY INJURY AND PROPERTY DAMAGE LIABILITY	XXXXXXXX	\$500,000.
<input type="checkbox"/> BODILY INJURY LIABILITY	\$	\$
<input type="checkbox"/> PROPERTY DAMAGE LIABILITY	XXXXXXXX	\$
<input type="checkbox"/> PERSONAL INJURY PROTECTION (OR EQUIVALENT NO-FAULT COVERAGE)	\$	
<input type="checkbox"/> COMBINED PHYSICAL DAMAGE	ACTUAL CASH VALUE OR COST OF REPAIR WHICHEVER IS LESS; MINUS: \$ For Each Covered Auto	
<input checked="" type="checkbox"/> COMPREHENSIVE	ACTUAL CASH VALUE OR COST OF REPAIR WHICHEVER IS LESS; MINUS: \$100 For Each Covered Auto	
<input checked="" type="checkbox"/> COLLISION	ACTUAL CASH VALUE OR COST OF REPAIR WHICHEVER IS LESS; MINUS: \$250 For Each Covered Auto	
<input type="checkbox"/> SPECIFIED PERILS	ACTUAL CASH VALUE OR COST OF REPAIR WHICHEVER IS LESS; MINUS: \$ For Each Covered Auto	

**\*77 MERCEDES-COMP. DED 50.  
COLL. DED 200.**

**\*82 OLDS & 83 BUICK-COMP. DED 100.  
COLL. DED 250.**

ONE OF THE FIREMAN'S FUND INSURANCE COMPANIES AS NAMED IN THE POLICY	<i>James J. Neenan</i> PRESIDENT 10-X	COUNTERSIGNATURE OF AUTHORIZED AGENT <b>CORRESPONDS TO ENDT #12</b>
----------------------------------------------------------------------------	------------------------------------------	------------------------------------------------------------------------

COMMERCIAL COVERAGE
CHANGE/ENDORSEMENT

BASIC COVERAGE	GENERAL LIABILITY
TITLE	
FORM NO.	

IF THE FOLLOWING INFORMATION IS NOT COMPLETE, REFER TO THE APPROPRIATE DECLARATIONS ATTACHED TO THE POLICY.

INSURED ANGELES CHEMICAL CO., INC., ETAL	POLICY NUMBER 2-49 LA 310 07 53	SEQUENTIAL NO. 13
PRODUCER MAX BEIN & ASSOCIATES, INC.	EFFECTIVE DATE 3/31/84	

### DECLARATIONS

THE PREMIUM FOR THIS POLICY AMENDMENT IS INCLUDED IN THE PREMIUM SHOWN ON THE GENERAL DECLARATIONS UNLESS A SPECIFIC AMOUNT IS SHOWN HERE:	
<input type="checkbox"/> ADDITIONAL PREMIUM \$	<input checked="" type="checkbox"/> RETURN PREMIUM <u>ENDT.</u> INCL. IN COMPOSITE RATE

DELETED DWELLING-1 FAMILY-LESSOR'S RISK ONLY, CODE 314-003-65143-1  
IN ITS ENTIRETY.

AMENDING MULTICOVER TO REFLECT ABOVE CHANGE.

REDACTED

AMENDMENT

ONE OF THE FIREMAN'S FUND INSURANCE COMPANIES AS NAMED IN THE POLICY	<i>James J. Kennedy</i> PRESIDENT, INCL.	COUNTERSIGNATURE OF AUTHORIZED AGENT
----------------------------------------------------------------------------	---------------------------------------------	--------------------------------------

STOCK NO. 140519-11-82

FFIC0050667

FFIC\_EPA\_0000194





BASIC COVERAGE TITLE	GENERAL LIAB./AUTOMOBILE
FORM NO.	COMPOSITE RATE ENDORSEMENT
	180001 (1-65)

IF THE FOLLOWING INFORMATION IS NOT COMPLETE, REFER TO THE APPROPRIATE DECLARATIONS ATTACHED TO THE POLICY.

INSURED ANGELES CHEMICAL CO., INC. ET AL	POLICY NUMBER 2-49 LA 310 07 53	SEQUENTIAL NO. 14
PRODUCER MAX BEHM & ASSOC.	EFFECTIVE DATE 1-1-84	

### DECLARATIONS

THE PREMIUM FOR THIS POLICY AMENDMENT IS INCLUDED IN THE PREMIUM SHOWN ON THE GENERAL DECLARATIONS UNLESS A SPECIFIC AMOUNT IS SHOWN HERE:

☐ ADDITIONAL PREMIUM \$ \_\_\_\_\_ ☒ RETURN PREMIUM \$ 9840.

AMENDED PER ABOVE FORM ATTACHED.

AMENDMENT

5-30-84 BD

ONE OF THE FIREMAN'S FUND INSURANCE COMPANIES AS NAMED IN THE POLICY	 PRESIDENT 10XCL	COUNTERSIGNATURE OF AUTHORIZED AGENT
----------------------------------------------------------------------------	---------------------	--------------------------------------

FFIC0050669

FFIC\_EPA\_0000195

# COMPOSITE RATE ENDORSEMENT

INSURED ANGELES CHEMICAL CO., ET AL	POLICY NUMBER 2-49 LA 310 07 53
PRODUCER MAX BEHM & ASSOC.	EFFECTIVE DATE 1-1-84

IT IS UNDERSTOOD AND AGREED THAT THE PREMIUM FOR THE COMPREHENSIVE GENERAL LIABILITY AND BUSINESS AUTO PORTION OF THIS POLICY FOR THE PERIOD OF 1-1-84 TO 1-1-85 SHALL BE DETERMINED BY APPLICATION OF THE FOLLOWING COMPOSITE RATE PER \$1,000. OF GROSS RECEIPTS AS DEFINED IN THE MANUAL OF LIABILITY INSURANCE.

ESTIMATED RECEIPTS \$15,00,000.  
TOTAL DEPOSIT \$ 35,700.

	COMPOSITE RATE:	LIABILITY DBI:	.702	PREMIUMS	CODES
		OPD:	.524	10,530.	324-70050
AUTO LIABILITY		ABI & APD:	.840	7,860.	.4592.
		PHYSICAL DAMAGE :	.314	12,600.	4592.
			2,380	4,710	
				35,700	

IT IS AGREED THE MINIMUM PREMIUM FOR THE COMPOSITE RATED PORTIONS OF THIS POLICY SHALL BE:

ANNUAL MINIMUM PREMIUM: 28,560.

CORRESPONDS TO ENDT #14

ONE OF THE FIREMAN'S FUND INSURANCE COMPANIES AS NAMED IN THE POLICY	<i>James J. Hennehan</i> PRESIDENT 10-X	COUNTERSIGNATURE OF AUTHORIZED AGENT
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FFIC0050668

FFIC\_EPA\_0000196



BASIC COVERAGE	BUSINESS AUTO POLICY
TITLE	ADDITIONAL INSURED LESSOR
FORM NO.	CA 2001 12-80

IF THE FOLLOWING INFORMATION IS NOT COMPLETE, REFER TO THE APPROPRIATE DECLARATIONS ATTACHED TO THE POLICY.

INSURED ANGELES CHEMICAL CO., INC.	POLICY NUMBER 2-49 LA 310 07 53	SEQUENTIAL NO. 15
PRODUCER MAX BEHM & ASSOC.	EFFECTIVE DATE 2-24-84	

### DECLARATIONS


THE PREMIUM FOR THIS POLICY AMENDMENT IS INCLUDED IN THE PREMIUM SHOWN ON THE GENERAL DECLARATIONS UNLESS A SPECIFIC AMOUNT IS SHOWN HERE:

☐ ADDITIONAL PREMIUM \$ NONE ☐ RETURN PREMIUM \$ \_\_\_\_\_

ADDING ABOVE FORM PER ATTACHED.

AMENDMENT

5-30-84 BD

ONE OF THE FIREMAN'S FUND INSURANCE COMPANIES AS NAMED IN THE POLICY	 PRESIDENT 10XCL	COUNTERSIGNATURE OF AUTHORIZED AGENT
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FFIC0050671

FFIC\_EPA\_0000197



**ADDITIONAL INSURED — LESSOR**  
(CA 20 01 12 80)

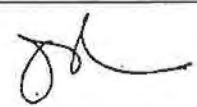
INSURED ANGELES CHEMICAL CO., ET AL	POLICY NUMBER 8-49 LA 310 07 53
PRODUCER MAX BEHM & ASSOCIATES	EFFECTIVE DATE 2-24-84

INSURANCE COMPANY FIREMAN'S FUND INSURANCE COMPANY		POLICY NUMBER 2-4W LA 310 07 53
EFFECTIVE DATE 1-1-85	EXPIRATION DATE 1-1-85	
NAMED INSURED AND ADDRESS ANGELES CHEMICAL CO., INC. & STALLION TANK LINES, INC. P.O. BOX 2363, SANTA FE SPRINGS, CA 90670		
ADDITIONAL INSURED (LESSOR) ROLLINS LEASING CORP. 1465 SOUTH GREENWOOD AVE., MONTEBELLO, CA 9640		
DESIGNATION OR DESCRIPTION OF LEASED AUTOS AS RESPECTS ALL VEHICLES & EQUIPMENT LEASED ON OR RENTED FROM ADDITIONAL INSURED.		

This endorsement provides only those coverages for which an entry is shown by "X" in the applicable box.

COVERAGES		LIMITS OF LIABILITY	
LIABILITY		EACH PERSON	EACH ACCIDENT
<input checked="" type="checkbox"/> COMBINED BODILY INJURY AND PROPERTY DAMAGE LIABILITY		XXXXXXXX	\$ 500,000.
<input type="checkbox"/> BODILY INJURY LIABILITY		\$	\$
<input type="checkbox"/> PROPERTY DAMAGE LIABILITY		XXXXXXXX	\$
<input type="checkbox"/> PERSONAL INJURY PROTECTION (OR EQUIVALENT NO-FAULT COVERAGE)		\$	
<input type="checkbox"/> COMBINED PHYSICAL DAMAGE	ACTUAL CASH VALUE OR COST OF REPAIR WHICHEVER IS LESS; MINUS: \$ For Each Covered Auto		
<input checked="" type="checkbox"/> COMPREHENSIVE	ACTUAL CASH VALUE OR COST OF REPAIR WHICHEVER IS LESS; MINUS: \$ 100. For Each Covered Auto		
<input checked="" type="checkbox"/> COLLISION	ACTUAL CASH VALUE OR COST OF REPAIR WHICHEVER IS LESS; MINUS: \$ 250. For Each Covered Auto		
<input type="checkbox"/> SPECIFIED PERILS	ACTUAL CASH VALUE OR COST OF REPAIR WHICHEVER IS LESS; MINUS: \$ For Each Covered Auto		

CORRESPONDS TO ENDT #15

ONE OF THE <b>FIREMAN'S FUND INSURANCE COMPANIES</b> AS NAMED IN THE POLICY	<i>James J. McLaughlin</i> PRESIDENT 10-A	COUNTERSIGNATURE OF AUTHORIZED AGENT 
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101474 7 81

Page 1 of 1

FFIC0050670

FFIC\_EPA\_0000198

**COMMERCIAL COVERAGE**

BUSINESS AUTO POLICY

GARAGE POLICY

TRUCKERS' POLICY

CHANGE OF AUTO ENDORSEMENT

**FIREMAN'S FUND INSURANCE COMPANIES**

MAILING ADDRESS: SAN FRANCISCO CALIFORNIA

COVERAGE IS PROVIDED IN THE FOLLOWING COMPANY,  
A STOCK COMPANY:

01 FIREMAN'S FUND

POLICY  
NUMBER

LA 310 07 53

GROUP NUMBER:

ENDORSEMENT

EFFECTIVE DATE: 4-18-84

NAMED  
INSURED:

ANGELES CHEMICAL CO., INC.

SEQUENTIAL  
ENDORSEMENT NO.

16

IN THE AUTO DECLARATIONS, THE SCHEDULE OF COVERED AUTOS YOU OWN IS AMENDED AS FOLLOWS:

THE FOLLOWING AUTOS ARE HEREBY ADDED, LIMITS OF LIABILITY STATED ON PAGE ONE OF THE AUTO DECLARATIONS AND IN ANY ENDORSEMENT FORMING A PART OF THE AUTO POLICY APPLIES TO THE COVERAGES INDICATED BY "X", STATED AMOUNT LIMITS APPLY ONLY WHERE STATED BELOW.

AUTO NO.	MODEL YEAR	TRADE NAME, MODEL, BODY TYPE, SIZE TYPE, ID NUMBER, GARAGE LOCATION	BODILY INJURY PROPERTY DAMAGE	MEDICAL PAYMENTS	PERSONAL PROTECTION	MISC NO FAULT COVERAGE	UNINSURED MOTORISTS	UNDER INSURED MOTORISTS	COMPREHENSIVE		SPECIFIED PERILS		COLLISION ACV LESS DEDUCTIBLE	COMBINED PHYSICAL DAMAGE		TOWING
									ACV OR \$	LESS DEDUCTIBLE \$	ACV OR \$	LESS DEDUCTIBLE \$		ACV OR \$	LESS DEDUCTIBLE \$	

THE FOLLOWING AUTOS ARE HEREBY DELETED FOR ALL COVERAGES AND LIMITS OF LIABILITY:

AUTOS DELETED:																

AUTO NO. LOSS PAYEE: EXCEPT FOR TOWING ALL PHYSICAL DAMAGE (LOSS) IS PAYABLE TO YOU AND THE LOSS PAYEE NAMED BELOW AS INTERESTS MAY APPEAR AT THE TIME OF LOSS

BANK OF AMERICA, 1840 LONG BEACH BLVD., LONG BEACH, CA 90805

☒ OTHER CHANGES ADDING LOSS PAYEE PER ABOVE AND ADDITIONAL INSURED PER FORM CA 20012280 ATTACHED AS RESPECTS 1984 BUICK #2337

ADDITIONAL PREMIUM	RETURN PREMIUM	PAYABLE ON EFFECTIVE DATE OF ENDORSEMENT	PAYABLE AT AUDIT
\$ NONE	\$	\$	<input type="checkbox"/>

COUNTERSIGNATURE OF AUTHORIZED AGENT

DATE  
6-25-84 KL

AGENCY

MAX BEHM &amp; ASSOC.

	AUTO #	AUTO #	COVERAGE	PREMIUMS AUTO #			PREMIUMS AUTO #		
				ANNUAL	ADDITIONAL	RETURN	ANNUAL	ADDITIONAL	RETURN
P/R FACTOR			COMBINED BI AND PD	\$	\$	\$	\$	\$	\$
TERRITORY			MED						
GARAGE LOCATION			UM						
CLASS CODE			PIP						
IIN			MNF						
COST NEW/SYMBOL			COMP						
AGE GROUP			SPECIFIED PERILS						
			COLL						
			TOWING						
			SUBTOTAL						

140588 11 83

FFIC0050673

FFIC\_EPA\_0000199

**ADDITIONAL INSURED — LESSOR**  
(CA 20 01 12 80)

INSURED	POLICY NUMBER <b>LA 310 07 53</b>
PRODUCER	EFFECTIVE DATE

INSURANCE COMPANY <b>FIREMAN'S FUND</b>	POLICY NUMBER <b>LA 310 07 53</b>
EFFECTIVE DATE <b>1-1-82</b>	EXPIRATION DATE <b>1-1-85</b>

**NAMED INSURED AND ADDRESS**

ANGELES CHEMICAL CO., INC. ET AL  
P.O. BOX 2163  
SANTA FE SPRINGS, CA 90670

**ADDITIONAL INSURED (LESSOR)**

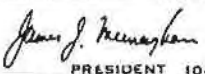
BOULEVARD LEASING  
1840 LONG BEACH BLVD.  
LONG BEACH, CA 90806

**DESIGNATION OR DESCRIPTION OF LEASED AUTOS**

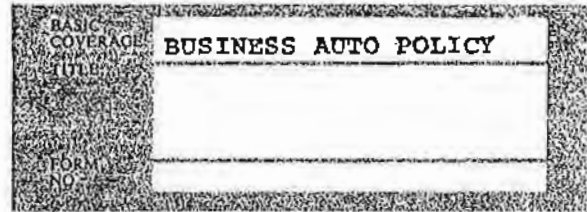
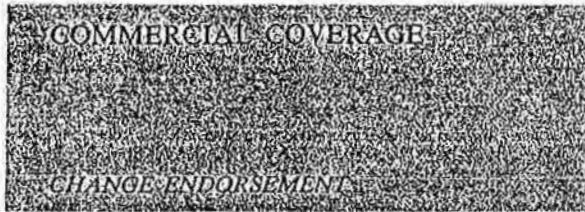
1984 BUICK REGAL #2337

This endorsement provides only those coverages for which an entry is shown by "X" in the applicable box.

COVERAGES	LIMITS OF LIABILITY
LIABILITY	EACH PERSON      EACH ACCIDENT
<input checked="" type="checkbox"/> COMBINED BODILY INJURY AND PROPERTY DAMAGE LIABILITY	XXXXXXXX      \$ 500,000
<input type="checkbox"/> BODILY INJURY LIABILITY	\$      \$
<input type="checkbox"/> PROPERTY DAMAGE LIABILITY	XXXXXXXX      \$
<input type="checkbox"/> PERSONAL INJURY PROTECTION (OR EQUIVALENT NO-FAULT COVERAGE)	\$
<input type="checkbox"/> COMBINED PHYSICAL DAMAGE	ACTUAL CASH VALUE OR COST OF REPAIR WHICHEVER IS LESS; MINUS: \$      For Each Covered Auto
<input checked="" type="checkbox"/> COMPREHENSIVE	ACTUAL CASH VALUE OR COST OF REPAIR WHICHEVER IS LESS; MINUS: \$ 100      For Each Covered Auto
<input checked="" type="checkbox"/> COLLISION	ACTUAL CASH VALUE OR COST OF REPAIR WHICHEVER IS LESS; MINUS: \$ 250      For Each Covered Auto
<input type="checkbox"/> SPECIFIED PERILS	ACTUAL CASH VALUE OR COST OF REPAIR WHICHEVER IS LESS; MINUS: \$      For Each Covered Auto

ONE OF THE <b>FIREMAN'S FUND INSURANCE COMPANIES</b> AS NAMED IN THE POLICY	 PRESIDENT 10-X	<b>CORRESPONDS TO ENDT #18</b> COUNTERSIGNATURE OF AUTHORIZED AGENT
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IF THE FOLLOWING INFORMATION IS NOT COMPLETE, REFER TO THE APPROPRIATE DECLARATIONS ATTACHED TO THE POLICY.

INSURED <b>ANGELES CHEMICAL CO., INC.</b>	POLICY NUMBER <b>2-49 LA 310 07 53</b>	SEQUENTIAL NO. <b>17</b>
PRODUCER <b>M-X BEHM &amp; ASSOCIATES, INC.</b>	EFFECTIVE DATE <b>6-6-84</b>	

DECLARATIONS

THE PREMIUM FOR THIS POLICY AMENDMENT IS INCLUDED IN THE PREMIUM SHOWN ON THE GENERAL DECLARATIONS UNLESS A SPECIFIC AMOUNT IS SHOWN HERE:	
<input type="checkbox"/> ADDITIONAL PREMIUM \$ _____	<input type="checkbox"/> RETURN PREMIUM \$ _____


ADDING LOSS PAYEE AS FOLLOWS:

BANK OF AMERICA  
1840 LONG BEACH BLVD.  
LONG BEACH, CA 90806  
AS RESPECTS 1984 TOYOTA CRESSIDA 4DR #J72MX63E9E0063332.

AMENDMENT

ADDING ADDITIONAL INSURED PER FORM CA2001-12-80  
ATTACHED.

7-18-84 CE

ONE OF THE FIREMAN'S FUND INSURANCE COMPANIES AS NAMED IN THE POLICY	 PRESIDENT *10XCL	COUNTERSIGNATURE OF AUTHORIZED AGENT
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STOCK NO. 140519-11-82

FFIC0050675

FFIC\_EPA\_0000201

**ADDITIONAL INSURED — LESSOR**  
(CA 20 01 12 80)

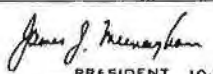
INSURED	POLICY NUMBER <b>2-49 LA 310 07 53</b>
PRODUCER	EFFECTIVE DATE

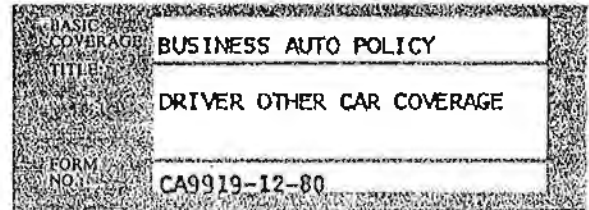
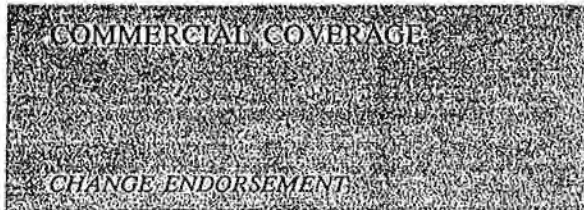
INSURANCE COMPANY <b>FIREMAN'S FUND</b>		POLICY NUMBER <b>LA 310 07 53</b>
EFFECTIVE DATE <b>1-1-85</b>	EXPIRATION DATE <b>1-1-86</b>	
NAMED INSURED AND ADDRESS <b>ANGELES CHEMICAL CO., INC. &amp; STALLION TANK LINES, INC. P O BOX 2163 SANTA FE SPRINGS, CA 90670</b>		
ADDITIONAL INSURED (LESSOR) <b>BOULEVARD RENTAL &amp; LEASING 1890 LONG BEACH BLVD. LONG BEACH, CA 90806</b>		
DESIGNATION OR DESCRIPTION OF LEASED AUTOS <b>1984 TOYOTA CRESSIDA 4DR - JT2MX63E9E0063332</b>		

This endorsement provides only those coverages for which an entry is shown by "X" in the applicable box.

COVERAGES LIABILITY	LIMITS OF LIABILITY	
	EACH PERSON	EACH ACCIDENT
<input checked="" type="checkbox"/> COMBINED BODILY INJURY AND PROPERTY DAMAGE LIABILITY	XXXXXXXX	\$ 500,000
<input type="checkbox"/> BODILY INJURY LIABILITY	\$	\$
<input type="checkbox"/> PROPERTY DAMAGE LIABILITY	XXXXXXXX	\$
<input type="checkbox"/> PERSONAL INJURY PROTECTION (OR EQUIVALENT NO-FAULT COVERAGE)	\$	
<input type="checkbox"/> COMBINED PHYSICAL DAMAGE	ACTUAL CASH VALUE OR COST OF REPAIR WHICHEVER IS LESS; MINUS: \$ For Each Covered Auto	
<input checked="" type="checkbox"/> COMPREHENSIVE	ACTUAL CASH VALUE OR COST OF REPAIR WHICHEVER IS LESS; MINUS: \$ 100 For Each Covered Auto	
<input checked="" type="checkbox"/> COLLISION	ACTUAL CASH VALUE OR COST OF REPAIR WHICHEVER IS LESS; MINUS: \$ 250 For Each Covered Auto	
<input type="checkbox"/> SPECIFIED PERILS	ACTUAL CASH VALUE OR COST OF REPAIR WHICHEVER IS LESS; MINUS: \$ For Each Covered Auto	

**CORRESPONDS TO ENDT #17**

ONE OF THE <b>FIREMAN'S FUND INSURANCE COMPANIES</b> AS NAMED IN THE POLICY	 PRESIDENT 10-X	COUNTERSIGNATURE OF AUTHORIZED AGENT
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IF THE FOLLOWING INFORMATION IS NOT COMPLETE, REFER TO THE APPROPRIATE DECLARATIONS ATTACHED TO THE POLICY.

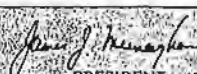
INSURED ANGELES CHEMICAL CO., INC., ETAL	POLICY NUMBER 2-49 LA 310 07 53	SEQUENTIAL NO. 18
PRODUCER MAX BEHM & ASSOCIATES, INC.	EFFECTIVE DATE 4-23-84	

DECLARATIONS

THE PREMIUM FOR THIS POLICY AMENDMENT IS INCLUDED IN THE PREMIUM SHOWN ON THE GENERAL DECLARATIONS UNLESS A SPECIFIC AMOUNT IS SHOWN HERE:	
<input checked="" type="checkbox"/> ADDITIONAL PREMIUM	INCLUDED IN COMPOSITE RATE ENDT. _____
<input type="checkbox"/> RETURN PREMIUM \$ _____	

ADDING THE ABOVE FORM PER ATTACHED.

AMENDMENT

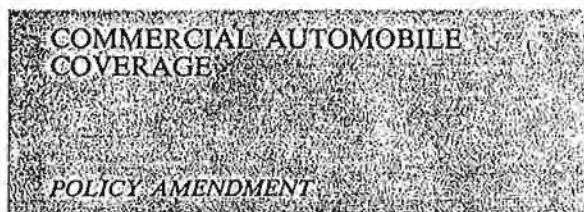
9-15-84DA ONE OF THE FIREMAN'S FUND INSURANCE COMPANIES AS NAMED IN THE POLICY	 PRESIDENT	COUNTERSIGNATURE OF AUTHORIZED AGENT
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STOCK NO. 140518 11 83

FFIC0050677

FFIC\_EPA\_0000203





IF THE FOLLOWING INFORMATION IS NOT COMPLETE, REFER TO THE APPROPRIATE DECLARATIONS ATTACHED TO THE POLICY.

INSURED	POLICY NUMBER 2-49 LA 310 07 53	SEQUENTIAL NO.
PRODUCER	EFFECTIVE DATE	

### DECLARATIONS

THE INSURANCE AFFORDED BECAUSE OF THE NAMING BELOW OF ANY INDIVIDUAL IS ONLY WITH RESPECT TO SUCH OF THE FOLLOWING COVERAGES FOR WHICH AN "X" HAS BEEN PLACED IN THE APPROPRIATE BOX:

COVERAGES: ☒ LIABILITY ☒ AUTO MEDICAL PAYMENTS ☒ UNINSURED MOTORIST ☐ COMPREHENSIVE ☐ \$50 DEDUCTIBLE COLLISION

NAME OF INDIVIDUAL: JOHN & JANYCE LOCKE III, JAMES W. LOCKE, JOHN G. LOCKE III

This endorsement changes only those coverages listed in the Declarations page. Each of those coverages is changed as follows:

#### A. PHRASE WITH SPECIAL MEANING

In addition to WORDS AND PHRASES WITH SPECIAL MEANING in this policy, the follow phrase has special meaning in this endorsement:

1. "Family member" means a person related to the individual named in the Declarations for this endorsement by blood, marriage or adoption who is a resident of the individual's household, including a ward or foster child.

#### B. CHANGES IN LIABILITY INSURANCE

1. Any auto you don't own, hire or borrow is a covered auto for LIABILITY INSURANCE while being used by any individual named in the Declarations for this endorsement or by his or her spouse while a resident of the same household except:

- Any auto owned by that individual or by any member of his or her household.
- Any auto used by that individual or his or her spouse while working in a business of selling, servicing, repairing or parking autos.

2. The following is added to WHO IS INSURED:

Any individual named in the Declarations for this endorsement and his or her spouse, while a resident of the same household, are insureds while using any covered auto described in paragraph B. 1. of this endorsement.

#### C. CHANGES IN AUTO MEDICAL PAYMENTS AND UNINSURED MOTORISTS INSURANCE

The following is added to WHO IS INSURED.

Any individual named in the Declarations for this endorsement and his or her family members are insureds while occupying, or while a pedestrian when being struck by, any auto you don't own except:

Any auto owned by that individual or by any family member.

#### D. CHANGES IN PHYSICAL DAMAGE INSURANCE

Any private passenger type auto you don't own, hire or borrow is a covered auto while in the care, custody or control of any individual named in the Declarations for this endorsement or his or her spouse while resident of the same household except:

- Any auto owned by that individual or by any member of his or her household.
- Any auto used by that individual or his or her spouse while working in a business of selling, servicing, repairing or parking autos.

This Form must be attached to Change Endorsement when issued after the Policy is written.

CORRESPONDS TO ENDT #18

ONE OF THE FIREMAN'S FUND INSURANCE COMPANIES AS NAMED IN THE POLICY

EXCL

PRESIDENT

STOCK NO. CA 99 10 12 80

BRANCH COPY

FFIC0050676

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COMMERCIAL LIABILITY AND  
AUTOMOBILE COVERAGE



FIREMAN'S FUND INSURANCE COMPANIES  
COVERAGE IS PROVIDED IN THE FOLLOWING  
COMPANY, A STOCK COMPANY.

01

FIREMAN'S FUND

POLICY COVERAGE

GENERAL DECLARATIONS

REDACTED

POLICY NUMBER 2-49 MXC 550 46 56

PRODUCER NAME AND CODE  
MAX BEHM & ASSOCIATES 04 603 630

GROUP NUMBER SUBJECT TO AUDIT

ITEM ONE NAMED INSURED AND MAILING ADDRESS ANGELES CHEMICAL CO., INC. & STALLION TANK LINES, INC. P.O. BOX 2163 SANTA FE SPRINGS, CA. 90670		PREVIOUS POLICY NUMBER(S) LA 310 07 53												
THE NAMED INSURED IS A(N) <input type="checkbox"/> INDIVIDUAL <input checked="" type="checkbox"/> CORPORATION <input type="checkbox"/> PARTNERSHIP <input type="checkbox"/>		BUSINESS OR OPERATIONS OF THE NAMED INSURED WHOLESALE SALES & DISTRIBUTION OF INDUSTRIAL CHEMICALS												
THE INSURANCE AFFORDED BY THIS POLICY IS ONLY WITH RESPECT TO THE COVERAGE PART(S) INDICATED ON THE DECLARATIONS PAGE(S) IDENTIFIED BELOW BY AN "X" IN THE APPLICABLE BOX. <table border="0"><tr><td><input type="checkbox"/> DRUGGISTS' LIABILITY</td><td><input type="checkbox"/> MANUFACTURERS' AND CONTRACTORS' LIABILITY</td></tr><tr><td><input type="checkbox"/> FUNERAL DIRECTORS' PROFESSIONAL LIABILITY</td><td><input type="checkbox"/> STOREKEEPERS' LIABILITY</td></tr><tr><td><input type="checkbox"/> CEMETERY PROFESSIONAL LIABILITY</td><td><input checked="" type="checkbox"/> BUSINESS AUTO POLICY</td></tr><tr><td><input type="checkbox"/> EMPLOYERS' NON-OWNERSHIP AUTOMOBILE</td><td><input type="checkbox"/> GARAGE POLICY—NON DEALERS</td></tr><tr><td><input checked="" type="checkbox"/> COMPREHENSIVE GENERAL LIABILITY</td><td><input type="checkbox"/> TRUCKERS' POLICY</td></tr><tr><td><input type="checkbox"/> OWNERS', LANDLORDS' AND TENANTS' LIABILITY</td><td></td></tr></table>			<input type="checkbox"/> DRUGGISTS' LIABILITY	<input type="checkbox"/> MANUFACTURERS' AND CONTRACTORS' LIABILITY	<input type="checkbox"/> FUNERAL DIRECTORS' PROFESSIONAL LIABILITY	<input type="checkbox"/> STOREKEEPERS' LIABILITY	<input type="checkbox"/> CEMETERY PROFESSIONAL LIABILITY	<input checked="" type="checkbox"/> BUSINESS AUTO POLICY	<input type="checkbox"/> EMPLOYERS' NON-OWNERSHIP AUTOMOBILE	<input type="checkbox"/> GARAGE POLICY—NON DEALERS	<input checked="" type="checkbox"/> COMPREHENSIVE GENERAL LIABILITY	<input type="checkbox"/> TRUCKERS' POLICY	<input type="checkbox"/> OWNERS', LANDLORDS' AND TENANTS' LIABILITY	
<input type="checkbox"/> DRUGGISTS' LIABILITY	<input type="checkbox"/> MANUFACTURERS' AND CONTRACTORS' LIABILITY													
<input type="checkbox"/> FUNERAL DIRECTORS' PROFESSIONAL LIABILITY	<input type="checkbox"/> STOREKEEPERS' LIABILITY													
<input type="checkbox"/> CEMETERY PROFESSIONAL LIABILITY	<input checked="" type="checkbox"/> BUSINESS AUTO POLICY													
<input type="checkbox"/> EMPLOYERS' NON-OWNERSHIP AUTOMOBILE	<input type="checkbox"/> GARAGE POLICY—NON DEALERS													
<input checked="" type="checkbox"/> COMPREHENSIVE GENERAL LIABILITY	<input type="checkbox"/> TRUCKERS' POLICY													
<input type="checkbox"/> OWNERS', LANDLORDS' AND TENANTS' LIABILITY														
POLICY PERIOD POLICY COVERS FROM 1-1-85 TO 1-1-86 12:01 A.M., STANDARD TIME AT THE NAMED INSURED'S ADDRESS STATED ABOVE.														

PREMIUM SUMMARY:	ESTIMATED ANNUAL PREMIUM \$ 57,525. PREMIUM DUE AT INCEPTION \$ 57,525. THIS POLICY MAY BE SUBJECT TO PREMIUM ADJUSTMENT PER POLICY TERMS.	<input type="checkbox"/> INSTALLMENT PAYMENTS APPLY SEE PAGE TWO (2) FOLLOWING
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LOCATION OF PREMISES—APPLICABLE TO COVERAGES SPECIFIED IN THESE DECLARATIONS	
LOC. 1 8915 SORENSEN AVENUE SANTA FE SPRINGS, CA.	LOC. 4
LOC. 2	LOC. 5
LOC. 3	LOC. 6

FORMS AND ENDORSEMENTS ATTACHED AT INCEPTION GL0002 01-73;105161 09-83; 105237 07-79 REV.;GL0019 07 78;105244 08 80 REV.;GL0032 04-84 ✓140583 11-81 REV.;100904 11-82;CA2154 07-84;CA0143 10-83;CA9910 12-80;CA9919 01-78; 101609 11-82 REV.;CA2001 12-80;	
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COUNTERSIGNATURE	DATE 4-1-85 KMK
AGENCY	

STOCK NO. 5951(A)(GL/A)—11-82

BRANCH COPY

FFIC0050822

FFIC\_EPA\_0000205

R  
side

MXC 550 46 56

MXC 550 46 56



# COMMERCIAL LIABILITY AND AUTOMOBILE COVERAGE

## FIREMAN'S FUND INSURANCE COMPANIES

COVERAGE IS PROVIDED IN THE FOLLOWING  
COMPANY A STOCK COMPANY.



FIREMAN'S FUND

### POLICY COVERAGE

### GENERAL DECLARATIONS

POLICY NUMBER 2-40 MXC 550 46 56

PRODUCER NAME AND CODE  
MAX REIN & ASSOCIATES 04 603 630

GROUP NUMBER

ITEM ONE NAMED INSURED AND MAILING ADDRESS  
ANCHLES CHEMICAL CO., INC. &  
STALLION TANK LINES, INC.  
P.O. BOX 2163  
SANTA FE SPRINGS, CA. 90670

PREVIOUS POLICY NUMBERS

LA 310 07 53

THE NAMED INSURED IS AN:

☐ INDIVIDUAL ☒ CORPORATION  
☐ PARTNERSHIP

BUSINESS OR OPERATIONS OF THE NAMED INSURED

WHOLESALE SALES & DISTRIBUTION OF  
INDUSTRIAL CHEMICALS

THE INSURANCE AFFORDED BY THIS POLICY IS ONLY WITH RESPECT TO THE COVERAGE PARTS  
INDICATED ON THE DECLARATIONS PAGES IDENTIFIED BELOW BY AN "X" IN THE APPLICABLE BOX.

☐ DRUGGISTS' LIABILITY  
☐ GENERAL DIRECTORS' PROFESSIONAL LIABILITY  
☐ JEWELERS' PROFESSIONAL LIABILITY  
☐ EMPLOYERS' NON-OWNERSHIP AUTOMOBILE  
☐ COMPREHENSIVE GENERAL LIABILITY  
☐ OWNERS', LANDLORDS' AND TENANTS' LIABILITY

☐ MANUFACTURERS' AND CONTRACTORS' LIABILITY  
☒ STOREKEEPERS' LIABILITY  
☐ BUSINESS AUTO POLICY  
☐ GARAGE POLICY—NON DEALERS  
☐ TRUCKERS' POLICY

EFFECT PERIOD

COVERS FROM 12:01 P.M. TO 11:59 P.M. A.M. STANDARD TIME AT THE NAMED INSURED'S ADDRESS STATED ABOVE.

PREMIUM SUMMARY:

ESTIMATED ANNUAL PREMIUM \$7,325.00

☐ INSTALLMENT PAYMENTS APPLY  
SEE PAGE TWO (2) FOLLOWING

PREMIUM DUE AT INCEPTION \$7,325.00

THIS POLICY MAY BE SUBJECT TO PREMIUM ADJUSTMENT PER POLICY TERMS.

LOCATION OF PREMISES—APPLICABLE TO COVERAGES SPECIFIED IN THESE DECLARATIONS

LOC. 1 8915 SORESEN AVENUE  
SANTA FE SPRINGS, CA.

LOC. 4

LOC. 2

LOC. 5

LOC. 3

LOC. 6

FORMS AND ENDORSEMENTS ATTACHED AT INCEPTION

910002 01-73; 105163 09-83; 105237 07-79 REV.; 100039 07 73; 105244 08 80 REV.; 100032 04-81;  
140583 11-81 REV.; 100904 11-82; CA2154 07-84; CA0143 10-83; CA9910 12-80; CA9919 01-78;  
101609 11-82 REV.; CA2001 12-80;

COUNTERSIGNATURE

DATE

4-1-85

AGENCY

STOCK NO. 3951(A)(GL/A)—11-83

PRODUCER CODE



**COMMERCIAL LIABILITY  
COVERAGE**

**GENERAL LIABILITY**

Comprehensive General Liability Insurance

These Declarations Are Issued In  
Conjunction With And Are Part Of  
Policy Form GL 00 02 01 73.

**POLICY COVERAGE**

IF THE FOLLOWING INFORMATION IS NOT COMPLETE, REFER TO THE APPROPRIATE DECLARATIONS ATTACHED TO THE POLICY.

INSURED	POLICY NUMBER 2-49 HXC 550 46 56	SEQUENTIAL NO.
PRODUCER	EFFECTIVE DATE	

**DECLARATIONS**

INSURANCE IS PROVIDED ONLY FOR THOSE COVERAGES FOR WHICH LIMITS OF LIABILITY ARE STATED IN THE PLACE PROVIDED IN THESE DECLARATIONS.

COVERAGES	LIMITS OF LIABILITY	
	EACH OCCURRENCE	AGGREGATE
COMPREHENSIVE GENERAL LIABILITY COVERAGE PART		
BODILY INJURY LIABILITY	\$ ,000	\$ ,000
PROPERTY DAMAGE LIABILITY	\$ ,000	\$ ,000
COMBINED BODILY INJURY AND PROPERTY DAMAGE LIABILITY	\$ 500 ,000	\$ 500 ,000

THE AUDIT PERIOD SHALL BE: ☐ MONTHLY

☐ QUARTERLY

☒ ANNUALLY

GENERAL LIABILITY COMPOSITE RATED RISK PER COMPOSITE RATE ENDT. ATTACHED

This Form must be attached to Change Endorsement when issued after the Policy is written.

ONE OF THE FIREMAN'S FUND INSURANCE COMPANIES AS NAMED IN THE POLICY

STOCK NO. 5951 (C)-CGL-11-42

PRODUCER COPY

## COMMERCIAL COVERAGE

## GENERAL LIABILITY COVERAGE

Comprehensive General  
Liability Insurance

### POLICY COVERAGE

GL 00 82 01 73

These policy provisions, together with all applicable terms, conditions and exclusions of the policy and the coverage parts and endorsements made a part hereof by designation in the Declarations, complete the Liability Coverage of this policy.

### COVERAGE PART — COMPREHENSIVE GENERAL LIABILITY INSURANCE

#### 1. INSURING AGREEMENT

The Company will pay on behalf of the insured all sums which the insured shall become legally obligated to pay as damages because of bodily injury or property damage to which this insurance applies, caused by an occurrence, and the Company shall have the right and duty to defend any suit against the insured seeking damages on account of such bodily injury or property damage, even if any of the allegations of the suit are groundless, false or fraudulent, and may make such investigation and settlement of any claim or suit as it deems expedient, but the Company shall not be obligated to pay any claim or judgment or to defend any suit after the applicable limit of the Company's liability has been exhausted by payment of judgments or settlements.

#### 2. EXCLUSIONS

This insurance does not apply:

- (a) to liability assumed by the insured under any contract or agreement except an incidental contract; but this exclusion does not apply to a warranty of fitness or quality of the named insured's products or a warranty that work performed by or on behalf of the named insured will be done in a workmanlike manner;
- (b) to bodily injury or property damage arising out of the ownership, maintenance, operation, use, loading or unloading of (1) any automobile or aircraft owned or operated by or rented or loaned to any insured, or (2) any other automobile or aircraft operated by any person in the course of his employment by any insured; but this exclusion does not apply to the parking of an automobile on premises owned by, rented to or controlled by the named insured or the ways immediately adjoining, if such automobile is not owned by or rented or loaned to any insured;
- (c) to bodily injury or property damage arising out of (1) the ownership, maintenance, operation, use, loading or unloading of any mobile equipment while being used in any prearranged or organized racing, speed or demolition contest or in any stunting activity or in practice or preparation for any such contest or activity or (2) the operation or use of any snowmobile or trailer designed for use therewith;

(d) to bodily injury or property damage arising out of and in the course of the transportation of mobile equipment by an automobile owned or operated by or rented or loaned to any insured;

(e) to bodily injury or property damage arising out of the ownership, maintenance, operation, use, loading or unloading of (1) any watercraft owned or operated by or rented or loaned to any insured, or (2) any other watercraft operated by any person in the course of his employment by any insured; but this exclusion does not apply to watercraft while ashore on premises owned by, rented to or controlled by the named insured;

(f) to bodily injury or property damage arising out of the discharge, dispersal, release or escape of smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, liquids or gases, waste materials or other irritants, contaminants or pollutants into or upon land, the atmosphere or any water course or body of water; but this exclusion does not apply if such discharge, dispersal, release or escape is sudden and accidental;

(g) to bodily injury or property damage due to war, whether or not declared, civil war, insurrection, rebellion or revolution or to any act or condition incident to any of the foregoing, with respect to (1) liability assumed by insured under an incidental contract, or (2) expenses for first aid under the Supplementary Payments provision;

(h) to bodily injury or property damage for which the insured or his indemnitee may be held liable (1) as a person or organization engaged in the business of manufacturing, distributing, selling or serving alcoholic beverages, or (2) if not so engaged, as an owner or lessor of premises used for such purposes, if such liability is imposed (i) by, or because of the violation of, any statute, ordinance or regulation pertaining to the sale, gift, distribution or use of any alcoholic beverage, or (ii) by reason of the selling, serving or giving of any alcoholic beverage to a minor or to a person under the influence of alcohol or which causes or contributes to the intoxication of any person; but part (ii) of this exclusion does not apply with respect to liability of the insured or his indemnitee as an owner or lessor described in (2) above;

This Form must be attached to Change Endorsement when issued after the Policy is written.

ONE OF THE FIREMAN'S FUND INSURANCE COMPANIES AS NAMED IN THE POLICY

11 XCL

*James J. Cunningham*  
PRESIDENT

SLICK A10, GL 00 82 01 73 REV.



(i) to any obligation for which the insured or any carrier as his insurer may be held liable under any workers' compensation, unemployment compensation or disability benefits law, or under any similar law;

(j) to bodily injury to any employee of the insured arising out of and in the course of his employment by the insured or to any obligation of the insured to indemnify another because of damages arising out of such injury; but this exclusion does not apply to liability assumed by the insured under an incidental contract;

(k) to property damage to (1) property owned or occupied by or rented to the insured, (2) property used by the insured, or (3) property in the care, custody or control of the insured or as to which the insured is for any purpose exercising physical control; but parts (2) and (3) of this exclusion do not apply with respect to liability under a written sidetrack agreement and part (3) of this exclusion does not apply with respect to property damage (other than to elevators) arising out of the use of an elevator at premises owned by, rented to or controlled by the named insured;

(l) to property damage to premises alienated by the named insured arising out of such premises or any part thereof;

(m) to loss of use of tangible property which has not been physically injured or destroyed resulting from (1) a delay in or lack of performance by or on behalf of the named insured of any contract or agreement, or (2) the failure of the named insured's products or work performed by or on behalf of the named insured to meet the level of performance, quality, fitness or durability warranted or represented by the named insured; but this exclusion does not apply to loss of use of other tangible property resulting from the sudden and accidental physical injury to or destruction of the named insured's products or work performed by or on behalf of the named insured after such products or work have been put to use by any person or organization other than an insured;

(n) to property damage to the named insured's products arising out of such products or any part of such products;

(o) to property damage to work performed by or on behalf of the named insured arising out of the work or any portion thereof, or out of materials, parts or equipment furnished in connection therewith;

(p) to damages claimed for the withdrawal, inspection, repair, replacement, or loss of use to the named insured's products or work completed by or for the named insured or of any property of which such products or work form a part, if such products, work or property are withdrawn from the market or from use because of any known or suspected defect or deficiency therein.

### 3. PERSONS INSURED

Each of the following is an insured under this insurance to the extent set forth below:

(a) if the named insured is designated in the Declarations as an individual, the person so designated but only with respect to the conduct of a business of which he is the sole proprietor, and the spouse of the named insured with respect to the conduct of such a business;

(b) if the named insured is designated in the Declarations as a partnership or joint venture, the partnership or joint venture so designated and any partner or member thereof but only with respect to his liability as such;

(c) if the named insured is designated in the Declarations as other than an individual, partnership or joint venture, the organization so designated and any executive officer, director or stockholder thereof while acting within the scope of his duties as such;

(d) any person (other than an employee of the named insured) or organization while acting as real estate manager for the named insured; and

(e) with respect to the operation, for the purpose of locomotion upon a public highway, of mobile equipment registered under any other motor vehicle registration law, (i) an employee of the named insured while operating any such equipment in the course of his employment, and (ii) any other person while operating with the permission of the named insured any such equipment registered in the name of the named insured and any person or organization legally responsible for such operation, but only if there is no other valid and collectible insurance available, either on a primary or excess basis, to such person or organization;

provided that no person or organization shall be an insured under this paragraph (e) with respect to: (1) bodily injury to any fellow employee of such person injured in the course of his employment, or (2) property damage to property owned by, rented to, in charge of or occupied by the named insured or the employer of any person described in subparagraph (ii).

This insurance does not apply to bodily injury or property damage arising out of the conduct of any partnership or joint venture of which the insured is a partner or member and which is not designated in this policy as a named insured.

### 4. LIMITS OF LIABILITY

Regardless of the number of (1) insureds under this policy, (2) persons or organizations who sustain bodily injury or property damage, (3) claims made or suits brought on account of bodily injury or property damage or (4) units of mobile equipment to which this policy applies, the Company's liability is limited as follows:

(a) Separate limits of liability for bodily injury liability and property damage liability.

The total liability of the Company for all damages, including damages for care and loss of services, because of bodily injury sustained by one or more persons as the result of any one occurrence shall not exceed the limit of bodily injury liability stated in the Declarations as applicable to "each occurrence."

Subject to the above provision respecting "each occurrence," the total liability of the Company for all damages because of (1) all bodily injury included within the completed operations hazard and (2) all bodily injury included within the products hazard shall not exceed the limit of bodily injury liability stated in the Declarations as "aggregate."



The total liability of the Company for all damages because of all property damage sustained by one or more persons or organizations as the result of any one occurrence shall not exceed the limit of property damage liability stated in the Declarations as applicable to "each occurrence."

Subject to the above provision respecting "each occurrence," the total liability of the Company for all damages because of all property damage to which this coverage applies and described in any of the numbered subparagraphs below shall not exceed the limit of property damage liability stated in the Declarations as "aggregate": (1) all property damage arising out of premises or operations rated on a remuneration basis or contractor's equipment rated on a receipts basis, including property damage for which liability is assumed under any incidental contract relating to such premises or operations, but excluding property damage included in subparagraph (2) below; (2) all property damage arising out of and occurring in the course of operations performed for the named insured by independent contractors and general supervision thereof by the named insured, including any such property damage for which liability is assumed under any incidental contract relating to such operations, but this subparagraph (2) does not include property damage arising out of maintenance or repairs at premises owned by or rented to the named insured or structural alterations at such premises which do not involve changing the size of or moving buildings or other structures; (3) all property damage included within the products hazard and all property damage included within the completed operations hazard.

Such aggregate limit shall apply separately to the property damage described in subparagraphs (1), (2) and (3) above, and under subparagraphs (1) and (2), separately with respect to each project away from premises owned by or rented to the named insured.

(b) Combined single limit of liability for bodily injury and property damage liability.

The total liability of the Company for all damages under all bodily injury liability and property damage liability coverages of this policy because of bodily injury or property damage sustained by one or more persons or organizations as a result of any one occurrence shall not exceed the limit of liability stated in the Declarations for "each occurrence."

Subject to the above provision respecting "each occurrence," the total liability of the Company for all damages arising out of the products hazard and completed operations hazard shall not exceed the limits of liability stated in the Declarations as "aggregate."

Subject to the above provision respecting "each occurrence," the total liability of the Company for all damages because of all property damage to which the policy applies

(i) arising out of premises or operations rated on a remuneration basis or contractors equipment rated on a receipts basis, including liability assumed under any incident-

tal contract relating to such premises or operations or

(ii) arising out of and occurring in the course of operations, other than maintenance or repairs at premises owned by or rented to the named insured or structural alterations at such premises which do not involve changing the size of or moving buildings or other structures, performed for the named insured by independent contractors and general supervision thereof by the named insured including liability assumed under any incidental contract relating to such operations

shall not exceed the limit of liability stated in the Declarations as "aggregate." Said aggregate limit of liability shall apply separately to (i) and (ii) and under each separately to each project away from premises owned by or rented to the named insured.

With respect to any occurrence for which notice of this policy is given in lieu of security or when this policy is certified as proof of financial responsibility for the future under the provisions of the motor vehicle financial responsibility law of any state, province or other territorial jurisdiction, the stated limits of liability as respects each occurrence shall be applied to provide the separate limits of liability required by such law for bodily injury liability and property damage liability to the extent of the coverage required by such law, but the separate application of such limits shall not increase the total limit of the Company's liability.

For the purpose of determining the limit of the Company's liability under (a) or (b) above, all bodily injury and property damage arising out of continuous or repeated exposure to substantially the same general conditions shall be considered as arising out of one occurrence.

#### 5. POLICY PERIOD; TERRITORY

This insurance applies only to bodily injury or property damage which occurs during the Policy Period within the policy territory.

#### 6. When used as a premium basis:

"admissions" means the total number of persons, other than employees of the named insured, admitted to the event insured or to events conducted on the premises whether on paid admission tickets, complimentary tickets or passes;

"cost" means the total cost to the named insured with respect to operations performed for the named insured during the policy period by independent contractors of all work let or sub-let in connection with each specific project, including the cost of all labor, materials and equipment furnished, used or delivered for use in the execution of such work, whether furnished by the owner, contractor or subcontractor, including all fees, allowances, bonuses or commissions made, paid or due;

"receipts" means the gross amount of money charged by the named insured for such operations by the named insured or by others during the policy period as are rated on a receipts basis other than receipts from telecasting, broadcasting or motion pictures, and includes taxes, other than taxes which the named insured collects as a separate

STOCK NO. GL 99 82 81 73 REV.

item and remit directly to a governmental division;

"remuneration" means the entire remuneration earned during the policy period by proprietors and by all employees of the named insured, other than chauffeurs (except operators of mobile equipment) and aircraft pilots and co-pilots, subject to any overtime earnings or limitation of remuneration rule applicable in accordance with the manuals in use by the Company;

PAGE FOUR OF FOUR

"sales" means the gross amount of money charged by the named insured or by others trading under his name for all goods and products sold or distributed during the policy period and charged during the policy period for installation, servicing or repair, and includes taxes, other than taxes which the named insured and such others collect as a separate item and remit directly to a governmental division.



**COMMERCIAL COVERAGE****GENERAL LIABILITY****POLICY AMENDMENT**

General Liability Multi-Cover

105161-09-83

IF THE FOLLOWING INFORMATION IS NOT COMPLETE, REFER TO THE APPROPRIATE DECLARATIONS ATTACHED TO THE POLICY.

INSURED	POLICY NUMBER	SEQUENTIAL NO.
PRODUCER	EFFECTIVE DATE	

**DECLARATIONS**

PERSONAL INJURY AND ADVERTISING LIABILITY AGGREGATE LIMIT SHALL BE THE PER OCCURRENCE BODILY INJURY LIABILITY LIMIT UNLESS OTHERWISE INDICATED HEREIN

\$ .000 AGGREGATE

PREMISES MEDICAL PAYMENTS COVERAGE LIMIT OF LIABILITY \$1,000 EACH PERSON UNLESS OTHERWISE INDICATED HEREIN

\$ .000 EACH PERSON

Such insurance as is afforded by the Policy for Comprehensive General Liability Insurance or Storekeeper's Insurance is amended to include the following additions and extensions of coverage:

**I. CONTRACTUAL LIABILITY COVERAGE**

(A) The definition of incidental contract is extended to include any oral or written contract or agreement relating to the conduct of the named insured's business.

(B) The insurance afforded with respect to liability assumed under an incidental contract is subject to the following additional exclusions:

(1) to bodily injury or property damage for which the insured has assumed liability under any incidental contract, if such injury or damage occurred prior to the execution of the incidental contract;

(2) if the insured is an architect, engineer or surveyor, to bodily injury or property damage arising out of the rendering of or the failure to render professional services by such insured, including

(a) the preparation or approval of maps, drawings, opinions, reports, surveys, change orders, designs or specifications, and

(b) supervisory, inspection or engineering services;

(3) if the indemnitee of the insured is an architect, engineer or surveyor, to the liability of the indemnitee, his agents or employees, arising out of

(a) the preparation or approval of or the failure to prepare or approve maps, drawings, opinions, reports, surveys, change orders, designs or specifications, or

(b) the giving of or the failure to give directions or instructions by the indemnitee, his agents or employees, provided such giving or failure to give is the primary cause of the bodily injury or property damage;

(4) to any obligation for which the insured may be held liable in an action on a contract by a third party beneficiary for bodily injury or property damage arising out of a project for a public authority; but this exclusion does not apply to an action by the public authority or any other person or organization engaged in the project;

(5) to bodily injury or property damage arising out of construction or demolition operations, within 50 feet of any railroad property, and affecting any railroad bridge or trestle, tracks, road beds, tunnel, underpass or crossing; but this exclusion does not apply to sidetrack agreements, or easement or license agreements in connection with vehicle or pedestrian private railroad crossings at grade.

(C) The following exclusions applicable to Coverages A (Bodily Injury) and B (Property Damage) do not apply to

This Form must be attached to Change Endorsement when issued after the Policy is written.

ONE OF THE FIREMAN'S FUND INSURANCE COMPANIES AS NAMED IN THE POLICY

11 XCL

*James J. Birmingham*  
PRESIDENT

STOCK NO. 105161-09-83



this Contractual Liability Coverage: (b), (c) (2), (d) and (e).

(D) the following additional condition applies:

#### Arbitration

The company shall be entitled to exercise all of the insured's rights in the choice of arbitrators and in the conduct of any arbitration proceeding.

### 2. PERSONAL INJURY AND ADVERTISING INJURY LIABILITY COVERAGE

(A) The company will pay on behalf of the insured all sums which the insured shall become legally obligated to pay as damages because of personal injury or advertising injury to which this insurance applies, sustained by any person or organization and arising out of the conduct of the named insured's business, within the policy territory, and the company shall have the right and duty to defend any suit against the insured seeking damages on account of such injury, even if any of the allegations of the suit are groundless, false or fraudulent, and may make such investigation and settlement of any claim or suit as it deems expedient, but the company shall not be obligated to pay any claim or judgment or to defend any suit after the applicable limit of the company's liability has been exhausted by payment of judgments or settlements.

(B) This insurance does not apply:

(1) to liability assumed by the insured under any contract or agreement;

(2) to personal injury or advertising injury arising out of the wilful violation of a penal statute or ordinance committed by or with the knowledge or consent of the insured;

(3) to personal injury or advertising injury arising out of a publication or utterance of a libel or slander, or a publication or utterance in violation of an individual's right of privacy, if the first injurious publication or utterance of the same or similar material by or on behalf of the named insured was made prior to the effective date of this insurance;

(4) to personal injury or advertising injury arising out of libel or slander or the publication or utterance of defamatory or disparaging material concerning any person or organization or goods, products or services, or in violation of an individual's right of privacy, made by or at the direction of the insured with knowledge of the falsity thereof;

(5) to personal injury or advertising injury arising out of the conduct of any partnership or joint venture of which the insured is a partner or member and which is not designated in the declarations of the policy as a named insured;

(6) to advertising injury arising out of

(a) failure of performance of contract, but this exclusion does not apply to the unauthorized appropriation of ideas based upon alleged breach of implied contract, or

(b) infringement of trademark, service mark or trade name, other than titles or slogans, by use thereof on or in connection with goods, products or services sold, offered for sale or advertised, or

(c) incorrect description or mistake in advertised price of goods, products or services sold, offered for sale or advertised;

(7) with respect to advertising injury

(a) to any insured in the business of advertising, broadcasting, publishing or telecasting, or

(b) to any injury arising out of any act committed by the insured with actual malice.

#### (C) Limits of Liability

Regardless of the number of (1) insureds hereunder, (2) persons or organizations who sustain injury or damage, or (3) claims made or suits brought on account of personal injury or advertising injury, the total limit of the company's liability under this coverage for all damages shall not exceed the limit of liability stated in this endorsement as "aggregate".

#### (D) Additional Definitions

"Advertising Injury" means injury arising out of an offense committed during the policy period occurring in the course of the named insured's advertising activities, if such injury arises out of libel, slander, defamation, violation of right of privacy, piracy, unfair competition, or infringement of copyright, title or slogan.

"Personal Injury" means injury arising out of one or more of the following offenses committed during the policy period:

(1) false arrest, detention, imprisonment, or malicious prosecution;

(2) wrongful entry or eviction or other invasion of the right of private occupancy;

(3) a publication or utterance

(a) of a libel or slander or other defamatory or disparaging material, or

(b) in violation of an individual's right of privacy;

except publications or utterances in the course of or related to advertising, broadcasting, publishing or telecasting activities conducted by or on behalf of the named insured shall not be deemed personal injury.

### 3. PREMISES MEDICAL PAYMENTS COVERAGE

The company will pay to or for each person who sustains bodily injury caused by accident all reasonable medical expense incurred within one year from the date of the accident on account of such bodily injury, provided such bodily injury arises out of (a) a condition in the insured premises, or (b) operations with respect to which the named insured is afforded coverage for bodily injury liability under the policy.



This insurance does not apply:

**(A) to bodily injury**

(1) arising out of the ownership, maintenance, operation, use, loading or unloading of

(a) any automobile or aircraft owned or operated by or rented or loaned to any insured, or

(b) any other automobile or aircraft operated by any person in the course of his employment by any insured; but this exclusion does not apply to the parking of an automobile on the insured premises, if such automobile is not owned by or rented or loaned to any insured;

(2) arising out of

(a) the ownership, maintenance, operation, use, loading or unloading of any mobile equipment while being used in any prearranged or organized racing, speed or demolition contest or in any stunting activity or in practice or preparation for any such contest or activity, or

(b) the operation or use of any snowmobile or trailer designed for use therewith;

(i) owned or operated by or rented or loaned to any insured, or

(ii) operated by any person in the course of his employment by any insured;

(3) arising out of the ownership, maintenance, operation, use, loading or unloading of

(a) any watercraft owned or operated by or rented or loaned to any insured, or

(b) any other watercraft operated by any person in the course of his employment by any insured;

but this exclusion does not apply to watercraft while ashore on the insured premises;

(4) arising out of and in the course of the transportation of mobile equipment by an automobile owned or operated by or rented or loaned to the named insured;

**(B) to bodily injury**

(1) included within the completed operations hazard or the products hazard;

(2) arising out of operations performed for the named insured by independent contractors other than

(a) maintenance and repair of the insured premises, or

(b) structural alterations at such premises which do not involve changing the size of or moving buildings or other structures;

(3) resulting from the selling, serving or giving of any alcoholic beverage

(a) in violation of any statute, ordinance or regulation,

(b) to a minor,

(c) to a person under the influence of alcohol, or

(d) which causes or contributes to the intoxication of any person,

if the named insured is a person or organization engaged in the business of manufacturing, distributing, selling or serving alcoholic beverages, or if not so engaged, is an owner or lessor of premises used for such purposes, but only part (a) of this exclusion (B) (3) applies when the named insured is such an owner or lessor;

(4) due to war, whether or not declared, civil war, insurrection, rebellion or revolution, or to any act or condition incident to any of the foregoing;

**(C) to bodily injury**

(1) to the named insured, any partner thereof, any tenant or other person regularly residing on the insured premises or any employee of any of the foregoing if the bodily injury arises out of and in the course of his employment therewith;

(2) to any other tenant if the bodily injury occurs on that part of the insured premises rented from the named insured or to any employee of such a tenant if the bodily injury occurs on the tenant's part of the insured premises and arises out of and in the course of his employment for the tenant;

(3) to any person while engaged in maintenance and repair of the insured premises or alteration, demolition or new construction at such premises;

(4) to any person if any benefits for such bodily injury are payable or required to be provided under any workmen's compensation, unemployment compensation or disability benefits law, or under any similar law;

(5) to any person practicing, instructing or participating in any physical training, sport, athletic activity or contest whether on a formal or informal basis;

(6) if the named insured is a club, to any member of the named insured;

(7) if the named insured is a hotel, motel, or tourist court, to any guest of the named insured;

(D) to any medical expense for services by the named insured, any employee thereof or any person or organization under contract to the named insured to provide such services.

**LIMITS OF LIABILITY**

The limit of liability for Premises Medical Payments Coverage is \$1,000 each person unless otherwise stated in the schedule of this endorsement. The limit of liability applicable to "each person" is the limit of the company's liability for all medical expense for bodily injury to any one person as the result of any one accident; but subject to the above provision respecting "each person", the total liability of the company under Premises Medical Payments Coverage for all medical expense for bodily injury to two or more persons as the result of any one accident shall not exceed the limit of bodily injury liability stated in the policy as applicable to "each occurrence".



When more than one medical payments coverage afforded by the policy applies to the loss, the company shall not be liable for more than the amount of the highest applicable limit of liability.

#### ADDITIONAL DEFINITIONS

When used herein:

"insured premises" means all premises owned by or rented to the named insured with respect to which the named insured is afforded coverage for bodily injury liability under this policy, and includes the ways immediately adjoining on land;

"medical expense" means expenses for necessary medical, surgical, x-ray and dental services, including prosthetic devices, and necessary ambulance, hospital, professional nursing and funeral services.

#### ADDITIONAL CONDITION

##### Medical Reports; Proof and Payment of Claim

As soon as practicable the injured person or someone on his behalf shall give to the company written proof of claim, under oath if required, and shall, after each request from the company, execute authorization to enable the company to obtain medical reports and copies of records. The injured person shall submit to physical examination by physicians selected by the company when and as often as the company may reasonably require. The company may pay the injured person or any person or organization rendering the services and the payment shall reduce the amount payable hereunder for such injury. Payment hereunder shall not constitute an admission of liability of any person or, except hereunder, of the company.

#### 4. HOST LIQUOR LAW LIABILITY COVERAGE

Exclusion (h) does not apply with respect to liability of the insured or his indemnitee arising out of the giving or serving of alcoholic beverages at functions incidental to the named insured's business, provided the named insured is not engaged in the business of manufacturing, distributing, selling or serving of alcoholic beverages.

#### 5. FIRE AND/OR EXPLOSION LEGAL LIABILITY COVERAGE—REAL PROPERTY

With respect to property damage to structures or portions thereof rented to or leased to the named insured, including fixtures permanently attached thereto, if such property damage arises out of fire or explosion

(A) All of the exclusions of the policy, other than the Nuclear Energy Liability Exclusion (Broad Form), are deleted and replaced by the following:

This insurance does not apply to liability assumed by the insured under any contract or agreement.

(B) The limit of property damage liability as respects this Fire and/or Explosion Legal Liability Coverage—Real Property is \$50,000 each occurrence unless otherwise stated in the schedule of this endorsement.

(C) The Fire and/or Explosion Legal Liability Coverage—Real Property shall be excess insurance over any valid and collectible property insurance (including any deductible portion thereof), available to the insured, such as, but not limited to, Fire, Extended Coverage, Builder's Risk Coverage or Installation Risk Coverage, and the Other Insurance Condition of the policy is amended accordingly.

#### 6. BROAD FORM PROPERTY DAMAGE LIABILITY COVERAGE (Including Completed Operations)

The insurance for property damage liability applies, subject to the following additional provisions:

(A) Exclusions (k) and (o) are replaced by the following:

(1) to property owned or occupied by or rented to the insured, or, except with respect to the use of elevators, to property held by the insured for sale or entrusted to the insured for storage or safekeeping;

(2) except with respect to liability under a written side-track agreement or the use of elevators

(a) to property while on premises owned by or rented to the insured for the purpose of having operations performed on such property by or on behalf of the insured,

(b) to tools or equipment while being used by the insured in performing his operations,

(c) to property in the custody of the insured which is to be installed, erected or used in construction by the insured,

(d) to that particular part of any property, not on premises owned by or rented to the insured,

(i) upon which operations are being performed by or on behalf of the insured at the time of the property damage arising out of such operations, or

(ii) out of which any property damage arises, or

(iii) the restoration, repair or replacement of which has been made or is necessary by reason of faulty workmanship thereon by or on behalf of the insured;

(3) with respect to the completed operations hazard and with respect to any classification stated in the policy or in the company's manual as "including completed operations", to property damage to work performed by the named insured arising out of such work or any portion thereof, or out of such materials, parts or equipment furnished in connection therewith.

(B) The Broad Form Property Damage Liability Coverage shall be excess insurance over any valid and collectible property insurance (including any deductible portion thereof) available to the insured, such as, but not limited to, Fire, Extended Coverage, Builder's Risk Coverage or Installation Risk Coverage, and the Other Insurance Condition of the policy is amended accordingly.

#### 7. INCIDENTAL MEDICAL MALPRACTICE LIABILITY COVERAGE

The definition of bodily injury is amended to include Incidental Medical Malpractice Injury.



Incidental Medical Malpractice Injury means injury arising out of the rendering of or failure to render, during the policy period, the following services:

(A) medical, surgical, dental, x-ray or nursing service or treatment or the furnishing of food or beverages in connection therewith, or

(B) the furnishing or dispensing of drugs or medical, dental or surgical supplies or appliances.

This coverage does not apply to:

(1) expenses incurred by the insured for first-aid to others at the time of an accident and the "Supplementary Payments" provision and the "Insured's Duties in the Event of Occurrence, Claim or Suit" Condition are amended accordingly;

(2) any insured engaged in the business or occupation of providing any of the services described under 7 (A) and (B) above;

(3) injury caused by any indemnitee if such indemnitee is engaged in the business or occupation of providing any of the services described under 7 (A) and (B) above.

#### 8. NON-OWNED WATERCRAFT LIABILITY COVERAGE (33 feet and under in length)

Exclusion (e) does not apply to any watercraft 33 feet and under in length provided such watercraft is neither owned by the named insured nor being used to carry persons or property for a charge.

Where the insured is, irrespective of this coverage, covered or protected against any loss or claim which would otherwise have been paid by the company under this endorsement, there shall be no contribution or participation by this company on the basis of excess, contributing, deficiency, concurrent, or double insurance or otherwise.

#### 9. LIMITED WORLDWIDE LIABILITY COVERAGE

The definition of policy territory is amended to include the following:

(4) Anywhere in the world with respect to bodily injury, property damage, personal injury or advertising injury arising out of the activities of any insured permanently domiciled in the United States of America though temporarily outside the United States of America, its territories and possessions or Canada, provided the original suit for damages because of any such injury or damage is brought within the United States of America, its territories or possessions or Canada.

Such insurance as is afforded by paragraph (4) above shall not apply:

(a) to bodily injury or property damage included within the completed operations hazard or the products hazard;

(b) to Premises Medical Payments Coverage.

STOCK NO. 105161-29-43

#### 10. ADDITIONAL PERSONS INSURED

As respects bodily injury, property damage and personal injury and advertising injury coverages, under the provision "Persons Insured", the following are added as insureds:

(A) Spouse—Partnership—If the named insured is a partnership, the spouse of a partner but only with respect to the conduct of the business of the named insured;

(B) Employee—Any employee (other than executive officers) of the named insured while acting within the scope of his duties as such, but the insurance afforded to such employee does not apply:

(1) to bodily injury or personal injury to another employee of the named insured arising out of or in the course of his employment;

(2) to personal injury or advertising injury to the named insured or, if the named insured is a partnership or joint venture, any partner or member thereof, or the spouse of any of the foregoing;

(3) to property damage to property owned, occupied or used by, rented to, in the care, custody or control of or over which physical control is being exercised for any purpose by another employee of the named insured, or by the named insured or, if the named insured is a partnership or joint venture, by any partner or member thereof or by the spouse of any of the foregoing.

#### 11. AMENDMENT OF OCCURRENCE DEFINITION

The definition of occurrence includes any intentional act by or at the direction of the insured which results in bodily injury, if such injury arises solely from the use of reasonable force for the purpose of protecting persons or property.

#### 12. AUTOMATIC COVERAGE—NEWLY ACQUIRED ORGANIZATIONS (90 DAYS)

The word insured shall include as named insured any organization which is acquired or formed by the named insured and over which the named insured maintains ownership or majority interest, other than a joint venture, provided this insurance does not apply to bodily injury, property damage, personal injury or advertising injury with respect to which such new organization under this policy is also an insured under any other similar liability or indemnity policy or would be an insured under any such policy but for exhaustion of its limits of liability. The insurance afforded hereby shall terminate 90 days from the date any such organization is acquired or formed by the named insured.

#### 13. INSURED'S DUTIES IN THE EVENT OF OCCURRENCE, CLAIM OR SUIT

Paragraphs (a) and (b) of the condition entitled "Insured's Duties in the Event of Occurrence, Claim or Suit" are deleted and replaced by the following:

PAGE FIVE OF SIX

(A) In the event of an occurrence, written notice containing particulars sufficient to identify the insured, and also reasonably obtainable information with respect to the time, place and circumstances thereof, and the names and addresses of the injured and of available witnesses, shall be given by or for the insured to the company or any of its authorized agents as soon as practicable after knowledge of such occurrence is had by the named insured, if an individual; by a partner, if the named insured is a partnership; or by an executive officer or insurance manager, if the named insured is a corporation.

(B) If a claim is made or suit is brought against the insured, every demand, notice, summons or other process received by the insured or its representative shall be immediately forwarded to the company; however, this condition will not be considered breached unless failure to forward such demand, notice, summons or other process to the company occurs after knowledge of such is had by the named insured, if an individual; by a partner, if the named insured is a partnership; or by an executive officer or insurance manager, if the named insured is a corporation.

**COMMERCIAL LIABILITY  
COVERAGE**

**POLICY AMENDMENT**

**GENERAL LIABILITY**

**Amendatory Endorsement—Additional Definition**

**GL 00 19 07 78**

**This endorsement modifies such insurance as is afforded by the provisions of the policy relating to the following:**

**GENERAL LIABILITY INSURANCE AND SMP LIABILITY INSURANCE**

It is agreed that the following definition is added:

**"loading or unloading"**, with respect to an **automobile**, means the handling of property after it is moved from the place where it is accepted for movement into or onto an **automobile** or while it is in or on an **automobile** or while it is being moved from an **automobile** to the place where it is

finally delivered, but "loading or unloading" does not include the movement of property by means of a mechanical device (other than a hand truck) not attached to the **automobile**.

This Form must be attached to Change Endorsement when issued after the Policy is written.

ONE OF THE FIREMAN'S FUND INSURANCE COMPANIES AS NAMED IN THE POLICY

HXCL

STOCK NO. GL 00 19 07 78

*Myron W. Davis*  
PRESIDENT

FFIC0050833

FFIC\_EPA\_0000218





This endorsement modifies such insurance as is afforded by the provisions of the policy relating to the following:

**ALL INSURANCE OTHER THAN AUTOMOBILE**

It is agreed that the following condition is added:

**Two or More Policies.** If this policy and any other policy issued to the named insured by the Company named in this policy or any company affiliated with the Company named in this policy apply to the same occurrence, the aggregate maximum limit of liability under all the policies shall not

exceed the highest applicable limit of liability under any one policy. This condition does not apply to any policy issued by the Company named in this policy or any company affiliated with the Company named in this policy specifically to apply as excess insurance over this policy.

This Endorsement must be attached to Change Endorsement when issued after the Policy is written.

ONE OF THE FIREMAN'S FUND INSURANCE COMPANIES AS NAMED IN THE POLICY

*William A. Schmitt*  
PRESIDENT

STOCK NO. 109244-08-80 REV.

11 XCL

**COMMERCIAL COVERAGE**

**GENERAL LIABILITY**

**POLICY AMENDMENT**

Amendatory Endorsement

GL 00 32 04 84

This endorsement modifies such insurance as is afforded by the provisions of the policy relating to the following:

**COMPREHENSIVE GENERAL LIABILITY INSURANCE  
MANUFACTURERS AND CONTRACTORS LIABILITY INSURANCE  
OWNERS, LANDLORDS AND TENANTS LIABILITY INSURANCE  
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY INSURANCE  
STOREKEEPERS INSURANCE  
BMP LIABILITY INSURANCE**

It is agreed that the exclusion relating to bodily injury to any employee of the insured is deleted and replaced by the following:

This insurance does not apply:

(I) to bodily injury to any employee of the insured arising out of and in the course of his employment by the insured for which the insured may be held liable as an employer or in any other capacity;

(II) to any obligation of the insured to indemnify or contribute with another because of damages arising out of the bodily

injury; or

(III) to bodily injury sustained by the spouse, child, parent, brother, or sister of an employee of the insured as a consequence of bodily injury to such employee arising out of and in the course of his employment by the insured;

This exclusion applies to all claims and suits by any person or organization for damages because of such bodily injury including damages for care and loss of services.

This exclusion does not apply to liability assumed by the insured under an incidental contract.

This form must be attached to Change Endorsement when issued after the Policy is written.

ONE OF THE FIREMAN'S FUND INSURANCE COMPANIES AS NAMED IN THE POLICY

11 XCL

STOCK NO. GL 00 32 04 84

*William A. Schmidt*  
PRESIDENT

# COMMERCIAL AUTOMOBILE COVERAGE

POLICY COVERAGE

# BUSINESS AUTO POLICY

## DECLARATIONS

These Declarations Are Issued In  
Conjunction With And Are Part Of  
Policy Form 140583-11-81 REV.

THIS DECLARATIONS MUST BE ATTACHED TO CHANGE ENDORSEMENT WHEN ISSUED AFTER INCEPTION

INSURED	POLICY NUMBER 2-49 MXC 550 46 56	SEQUENTIAL NO.
PRODUCER	EFFECTIVE DATE	

## DECLARATIONS

INSURANCE IS PROVIDED ONLY FOR THOSE COVERAGES FOR WHICH AN ENTRY IS SHOWN BY "X" IN THE APPLICABLE BOX AND FOR WHICH LIMITS OF LIABILITY ARE STATED IN THE PLACE PROVIDED IN THESE DECLARATIONS.

### ITEM TWO.

SCHEDULE OF COVERAGES AND COVERED AUTOS  
(SEE SUPPLEMENTARY STATE ENDORSEMENTS WHERE APPLICABLE)

LIABILITY INSURANCE	LIMITS	
	EACH PERSON	EACH ACCIDENT
<input checked="" type="checkbox"/> COMBINED BODILY INJURY AND PROPERTY DAMAGE LIABILITY,	XXXXXXXXXX	\$ 500,000.
<input type="checkbox"/> BODILY INJURY LIABILITY	\$	\$
<input type="checkbox"/> PROPERTY DAMAGE LIABILITY	XXXXXXXXXX	\$
<input checked="" type="checkbox"/> AUTO MEDICAL PAYMENTS INSURANCE	\$ 5,000.	XXXXXXXXXX
<input checked="" type="checkbox"/> UNINSURED MOTORISTS INSURANCE DESIGNATED STATES CA.	\$	\$ 300,000.
	\$	\$

COVERAGES	SYMBOLS (SEE PART I, PARAGRAPH K)	COVERED AUTO DESCRIPTION
<input checked="" type="checkbox"/> LIABILITY INSURANCE	1	ANY AUTO
<input type="checkbox"/> PERSONAL INJURY PROTECTION		
<input checked="" type="checkbox"/> AUTO MEDICAL PAYMENTS	3	OWNED PRIVATE PASSENGER AUTOS ONLY
<input checked="" type="checkbox"/> UNINSURED MOTORISTS INSURANCE	3	OWNED PRIVATE PASSENGER AUTOS ONLY

PHYSICAL DAMAGE INSURANCE AT ACTUAL CASH VALUE OR COST OF REPAIR, WHICHEVER IS LESS, MINUS DEDUCTIBLE SHOWN BELOW UNLESS OTHERWISE SHOWN IN ITEM FOUR, SCHEDULE OF COVERED AUTOS YOU OWN.

COVERAGES	DEDUCTIBLES	SYMBOLS (SEE PART I, PARAGRAPH K)	COVERED AUTO DESCRIPTION
<input checked="" type="checkbox"/> COMPREHENSIVE	\$ 100. *	2	OWNED AUTOS ONLY
<input type="checkbox"/> SPECIFIED PERILS	\$ 25. **		
<input checked="" type="checkbox"/> COLLISION	\$ 250. *	2	OWNED AUTOS ONLY
<input type="checkbox"/> COMBINED PHYSICAL DAMAGE	\$ *		
<input type="checkbox"/> TOWING AND LABOR (\$25. FOR EACH DISABLEMENT OF A PRIVATE PASSENGER AUTO)			

\*APPLIES TO ALL LOSS EXCEPT FIRE AND LIGHTNING.  
\*\*APPLIES ONLY TO LOSS CAUSED BY MISCHIEF AND VANDALISM.

### ITEM THREE. DESCRIPTION OF COVERED AUTOS (SEE PART I, PARAGRAPH K)

ONE OF THE FIREMAN'S FUND INSURANCE COMPANIES AS NAMED IN THE POLICY

*Myra De B...*  
PRESIDENT

STOCK NO. 5951 (M)-11-81 REV.

PAGE ONE OF TWO

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FFIC\_EPA\_0000221



COMMERCIAL AUTOMOBILE  
COVERAGE

BUSINESS AUTO POLICY  
DECLARATIONS

POLICY COVERAGE

(These Declarations Are Issued In  
Conjunction With And Are Part Of  
Policy Form 10992-1(4-71) R/C)

THIS DECLARATIONS MUST BE ATTACHED TO CHANGE ENDORSEMENT WHEN ISSUED AFTER INCEPTION.

INSURED	POLICY NUMBER <b>2-49 MXC 550 46 56</b>	SEQUENTIAL NO.
PRODUCER	EFFECTIVE DATE	

ITEM FOUR. SCHEDULE OF AUTOS YOU OWN.

LIMITS OF LIABILITY IN THE DECLARATIONS APPLY TO COVERAGES INDICATED BY "X" UNLESS STATED AMOUNT IS SHOWN BELOW																
AUTO NO.	MODEL YEAR	TRADE NAME, MODEL, BODY TYPE, SIZE TYPE, ID NUMBER, GARAGE LOCATION	BODILY INJURY PROPERTY DAMAGE	MEDICAL PAYMENTS	PERSONAL INJURY PROTECTION	MISC. NO. FAULT COVERAGE	UNINSURED MOTORISTS	UNDER-INSURED MOTORISTS	COMPREHENSIVE		SPECIFIED PERILS		COLLISION ACV LESS DEDUCTIBLE	COMBINED PHYSICAL DAMAGE		TOWING
									ACV OR \$	LESS DEDUCTIBLE \$	ACV OR \$	LESS DEDUCTIBLE \$		ACV OR \$	LESS DEDUCTIBLE \$	
7.	65	INT'L TANKER TRUCK #26F8 SANTA FE SPRINGS	X						ACV	100.			250.			
8.	69	GMC STAKE TRUCK #3872 SANTA FE SPRINGS	X						ACV	100.			250.			
9.	73	FORD UT9000 TRACTOR #0635 SANTA FE SPRINGS	X						ACV	100.			250.			
10.	71	FORD TRACTOR #2400 SANTA FE SPRINGS	X						ACV	100.			250.			
11.	71	FORD TRACTOR #0794 SANTA FE SPRINGS	X						ACV	100.			250.			
13.	59	FRUEHAUF TRAILER #953374 SANTA FE SPRINGS	X						ACV	100.			250.			
15.	59	FRUEHAUF TRAILER #4421 SANTA FE SPRINGS	X						ACV	100.			250.			
16.	58	FRUEHAUF TRAILER #4996 SANTA FE SPRINGS	X						ACV	100.			250.			
LOSS PAYEE																
AUTO NO.	EXCEPT FOR TOWING, ALL PHYSICAL DAMAGE LOSS IS PAYABLE TO YOU AND THE LOSS PAYEE NAMED BELOW AS INTERESTS MAY APPEAR AT THE TIME OF LOSS.															

COMMERCIAL AUTOMOBILE  
COVERAGE

BUSINESS AUTO POLICY  
DECLARATION

POLICY COVERAGE

These Declarations Are Issued In  
Compliance With And Are Part Of  
Policy Form 10003-11-81 REV.

THIS DECLARATION MUST BE ATTACHED TO CHANGE ENDORSEMENT WHEN ISSUED AFTER INCEPTION.

INSURED	POLICY NUMBER <b>2-49 MXC 550 46 56</b>	SEQUENTIAL NO.
PRODUCER	EFFECTIVE DATE	

ITEM FOUR. SCHEDULE OF AUTOS YOU OWN.

LIMITS OF LIABILITY IN THE DECLARATIONS APPLY TO COVERAGES INDICATED BY "X" UNLESS STATED AMOUNT IS SHOWN BELOW																
AUTO NO.	MODEL YEAR	TRADE NAME, MODEL, BODY TYPE, SIZE TYPE, ID NUMBER, GARAGE LOCATION	BODILY INJURY PROPERTY DAMAGE	MEDICAL PAYMENTS	PERSONAL AUTO PROTECTION	MISC. NO-FAULT COVERAGE	UNINSURED MOTORISTS	UNDER-INSURED MOTORISTS	COMPREHENSIVE		SPECIFIED PERILS		COLLISION ACV LESS DEDUCTIBLE	COMBINED PHYSICAL DAMAGE		TOWING
									ACV OR \$	LESS DEDUCTIBLE \$	ACV OR \$	LESS DEDUCTIBLE \$		ACV OR \$	LESS DEDUCTIBLE \$	
7.	65	INT'L TANKER TRUCK #26FB SANTA FE SPRINGS	X						ACV	100.			250.			
8.	69	GMC STAKE TRUCK #3872 SANTA FE SPRINGS	X						ACV	100.			250.			
9.	73	FORD UT9000 TRACTOR #0635 SANTA FE SPRINGS	X						ACV	100.			250.			
10.	71	FORD TRACTOR #2400 SANTA FE SPRINGS	X						ACV	100.			250.			
11.	71	FORD TRACTOR #0794 SANTA FE SPRINGS	X						ACV	100.			250.			
13.	59	FRUEHAUF TRAILER #953374 SANTA FE SPRINGS	X						ACV	100.			250.			
15.	59	FRUEHAUF TRAILER #4421 SANTA FE SPRINGS	X						ACV	100.			250.			
16.	58	FRUEHAUF TRAILER #4996 SANTA FE SPRINGS	X						ACV	100.			250.			
LOSS PAYEES																
AUTO NO.	EXCEPT FOR TOWING, ALL PHYSICAL DAMAGE LOSS IS PAYABLE TO YOU AND THE LOSS PAYEE NAMED BELOW AS INTERESTS MAY APPEAR AT THE TIME OF LOSS.															

COMMERCIAL AUTOMOBILE  
COVERAGE

BUSINESS AUTO POLICY  
DECLARATION

POLICY COVERAGE

These Deductions Are Listed In  
Coverage Table And Are Part Of  
Policy Form 14613-11-81 REV.

THIS DECLARATION MUST BE ATTACHED TO CHANGE ENDORSEMENT WHEN ISSUED AFTER INCEPTION.

INSURED	POLICY NUMBER <b>2-49 MXC 550 46 56</b>	SEQUENTIAL NO.
PRODUCER	EFFECTIVE DATE	

ITEM FOUR. SCHEDULE OF AUTOS YOU OWN.

ITEM FOUR. SCHEDULE OF AUTOS YOU OWN.

LIMITS OF LIABILITY IN THE DECLARATIONS APPLY TO COVERAGES INDICATED BY "X" UNLESS STATED AMOUNT IS SHOWN BELOW

AUTO NO.	MODEL YEAR	TRADE NAME, MODEL, BODY TYPE, SIZE TYPE, ID NUMBER, GARAGE LOCATION	BODILY INJURY PROPERTY DAMAGE	MEDICAL PAYMENTS	PERSONAL INJURY PROTECTION	MISCELLANEOUS COVERAGE	UNINSURED MOTORISTS	UNDERINSURED MOTORISTS	COMPREHENSIVE		SPECIFIED PERILS		COLLISION ACV LESS DEDUCTIBLE \$	COMBINED PHYSICAL DAMAGE		TOWING
									ACV OR \$	LESS DEDUCTIBLE \$	ACV OR \$	LESS DEDUCTIBLE \$		ACV OR \$	LESS DEDUCTIBLE \$	
18	75	CLARK FORKLIFT #2850 SANTA FE SPRINGS	X						ACV	100.			250.			
20	80	OLDSMOBILE #6864 SANTA FE SPRINGS	X	X			X		ACV	50.			200.			
24	80	FORD CL900 TRACTOR #5478	X						ACV	500.			500.			
25	81	TOYOTA CELICA #1629	X	X			X		ACV	50.			200.			
29	82	BEALL TRANSLINER SEMI TRLR TANKER #44820	X						ACV	100.			250.			
30	82	BEALL TRANSLINER SEMI TRLR. TANKER #44830	X						ACV	100.			250.			
31	82	OLDS CUTLASS SUPREME #5197	X	X			X		ACV	100.			250.			
32	83	BUICK REGAL #1592 SANTA FE SPRINGS	X	X			X		ACV	100.			250.			

LOSS PAYEE

AUTO NO. EXCEPT FOR TOWING, ALL PHYSICAL DAMAGE LOSS IS PAYABLE TO YOU AND THE LOSS PAYEE NAMED BELOW AS INTERESTS MAY APPEAR AT THE TIME OF LOSS.



COMMERCIAL AUTOMOBILE  
COVERAGE

BUSINESS AUTO POLICY  
DECLARATIONS

POLICY COVERAGE

These Declarations Are Based On  
Coverage With And Are Part Of  
Policy Form 1020A-11-01 REV.

THIS DECLARATIONS MUST BE ATTACHED TO CHANGE ENDORSEMENT WHEN ISSUED AFTER INCEPTION.

INSURED	POLICY NUMBER <b>2-49 MXC 550 46 56</b>	SEQUENTIAL NO.
PRODUCER	EFFECTIVE DATE	

ITEM FOUR. SCHEDULE OF AUTOS YOU OWN.

LIMITS OF LIABILITY IN THE DECLARATIONS APPLY TO COVERAGES INDICATED BY "X" UNLESS STATED AMOUNT IS SHOWN BELOW

AUTO NO.	MODEL YEAR	TRADE NAME, MODEL, BODY TYPE, SIZE TYPE, ID NUMBER, GARAGE LOCATION	BODILY INJURY PROPERTY DAMAGE	MEDICAL PAYMENTS	PERSONAL INJURY PROTECTION	MISC. COVERAGE	UNINSURED MOTORISTS	UNDERINSURED MOTORISTS	COMPREHENSIVE		SPECIFIED PERILS		COLLISION ACV LESS DEDUCTIBLE	COMBINED PHYSICAL DAMAGE		TOWING
									ACV OR \$	LESS DEDUCTIBLE \$	ACV OR \$	LESS DEDUCTIBLE \$		ACV OR \$	LESS DEDUCTIBLE \$	
18	75	CLARK FORKLIFT ✓ #2850 <i>not licensed for road</i> SANTA FE SPRINGS #6864	X						ACV	100.			250.			
20	80	SANTA FE SPRINGS #6864	X	X			X		ACV	50.			200.			
24	80	SANTA FE SPRINGS FORD CL900 TRACTOR #5478	X						ACV	500.			500.			
25	81	SANTA FE SPRINGS MINOTAUR #1529	X	X			X		ACV	50.			200.			
29	82	SANTA FE SPRINGS BEALL TRANSLINER SEMI TRLR TANKER #44820	X						ACV	100.			250.			
30	82	SANTA FE SPRINGS BEALL TRANSLINER SEMI TRLR. TANKER #44830	X						ACV	100.			250.			
31	82	SANTA FE SPRINGS OLDS CUTLASS SUPREME #5197	X	X			X		ACV	100.			250.			
32	83	SANTA FE SPRINGS BUICK REGAL #1592 #7592	X	X			X		ACV	100.			250.			

AUTO NO.	LOSS PAYEE
	EXCEPT FOR TOWING, ALL PHYSICAL DAMAGE LOSS IS PAYABLE TO YOU AND THE LOSS PAYEE NAMED BELOW AS INTERESTS MAY APPEAR AT THE TIME OF LOSS.

COMMERCIAL AUTOMOBILE  
COVERAGE

BUSINESS AUTO POLICY  
DECLARATIONS

POLICY COVERAGE

These Declarations Are Based On  
Descriptions With And Are Part Of  
Policy Form 10000-11-81 REV.

THIS DECLARATIONS MUST BE ATTACHED TO CHANGE ENDORSEMENT WHEN ISSUED AFTER INCEPTION.

INSURED	POLICY NUMBER <b>2-49 MXC 550 46 56</b>	SEQUENTIAL NO.
PRODUCER	EFFECTIVE DATE	

ITEM FOUR. SCHEDULE OF AUTOS YOU OWN.

LIMITS OF LIABILITY IN THE DECLARATIONS APPLY TO COVERAGES INDICATED BY "X" UNLESS STATED AMOUNT IS SHOWN BELOW

AUTO NO.	MOD-EL YEAR	TRADE NAME, MODEL, BODY TYPE, SIZE TYPE, ID NUMBER, GARAGE LOCATION	BODILY INJURY PROPERTY DAMAGE	MEDICAL PAYMENTS	PERSONAL INJURY PROTECTION	UNINSURED MOTORISTS	UNDERINSURED MOTORISTS	COMPREHENSIVE		SPECIFIED PERILS		COLLISION ACV LESS DEDUCTIBLE	COMBINED PHYSICAL DAMAGE		TOWING
								ACV OR \$	LESS DEDUCTIBLE \$	ACV OR \$	LESS DEDUCTIBLE \$		ACV OR \$	LESS DEDUCTIBLE \$	
33.	84	JAGUAR XJS COUP ✓ #3003	X	X		X		ACV	250.			250.			
34.	84	SANTA FE SPRINGS OLDS CUTLASS ✓ #8241	X	X		X		ACV	100.			250.			
35.	84	SANTA FE SPRINGS OLDS CUTLASS ✓ #6973	X	X		X		ACV	100.			250.			
36.	84	SANTA FE SPRINGS BUICK REGAL ✓ #2337	X	X		X		ACV	100.			250.			
37.	78	HUNTINGTON BEACH PONTIAC FIREBIRD ✓ #9025	X	X		X		ACV	100.			250.			
38.	80	COVINA CHEVY CAMARO ✓ #0712	X	X		X		ACV	100.			250.			
39.	84	COVINA TOYOTA CRESSIDA ✓ #3332	X	X		X		ACV	100.			250.			
40.	85	SANTA FE SPRINGS OLDS CUTLASS ✓ #3434	X	X		X		ACV	100.			250.			
		SANTA FE SPRINGS													

LOSS PAYEES

AUTO NO. EXCEPT FOR TOWING, ALL PHYSICAL DAMAGE LOSS IS PAYABLE TO YOU AND THE LOSS PAYEE NAMED BELOW AS INTERESTS MAY APPEAR AT THE TIME OF LOSS.

COMMERCIAL AUTOMOBILE  
COVERAGE

BUSINESS AUTO POLICY  
DECLARATIONS

POLICY COVERAGE

These Declarations Are Issued In  
Conjunction With And Are Part Of  
Policy Form #8953-11-81 REV.

THIS DECLARATIONS MUST BE ATTACHED TO CHANGE ENDORSEMENT WHEN ISSUED AFTER INCEPTION.

INSURED	POLICY NUMBER 2-49 MXC 550 46 56	SEQUENTIAL NO.
PRODUCER	EFFECTIVE DATE	

ITEM FOUR. SCHEDULE OF AUTOS YOU OWN.

LIMITS OF LIABILITY IN THE DECLARATIONS APPLY TO COVERAGES INDICATED BY "X" UNLESS STATED AMOUNT IS SHOWN BELOW																
AUTO NO.	MODEL YEAR	TRADE NAME, MODEL, BODY TYPE, SIZE TYPE, ID NUMBER, GARAGE LOCATION	BODILY INJURY PROPERTY DAMAGE	MEDICAL PAYMENTS	PERSONAL INJURY PROTECTION	MISC. AUTO T. COVERAGE	UNINSURED MOTORISTS	UNDER-INSURED MOTORISTS	COMPREHENSIVE		SPECIFIED PERILS		COLLISION ACV LESS ACV LESS DEDUCTIBLE \$	COMBINED PHYSICAL DAMAGE		TOWING
									ACV OR \$	LESS DEDUCTIBLE \$	ACV OR \$	LESS DEDUCTIBLE \$		ACV OR \$	LESS DEDUCTIBLE \$	
33.	84	JAGUAR XJS COUP #3003 SANTA FE SPRINGS	X	X			X		ACV	250.			250.			
34.	84	OLDS CUTLASS #8241 SANTA FE SPRINGS	X	X			X		ACV	100.			250.			
35.	84	OLDS CUTLASS #69 #10973 SANTA FE SPRINGS	X	X			X		ACV	100.			250.			
36.	84	BUICK REGAL #2337 HUNTINGTON BEACH	X	X			X		ACV	100.			250.			
37.	78	PONTIAC FIREBIRD #9025 COVINA	X	X			X		ACV	100.			250.			
38.	80	CHEVY CAMARO #0712 COVINA	X	X			X		ACV	100.			250.			
39.	84	TOYOTA CRESSIDA #3332 SANTA FE SPRINGS	X	X			X		ACV	100.			250.			
40.	85	OLDS CUTLASS #3434 SANTA FE SPRINGS	X	X			X		ACV	100.			250.			

LOSS PAYEE

AUTO NO.	EXCEPT FOR TOWING, ALL PHYSICAL DAMAGE LOSS IS PAYABLE TO YOU AND THE LOSS PAYEE NAMED BELOW AS INTERESTS MAY APPEAR AT THE TIME OF LOSS.



COMMERCIAL AUTOMOBILE  
COVERAGE

BUSINESS AUTO POLICY  
DECLARATIONS

POLICY COVERAGE

This Declaration is bound in  
Conjunction With and is Part of  
Policy Form 10952-1-81 REV.

THIS DECLARATION MUST BE ATTACHED TO CHANGE ENDORSEMENT WHEN ISSUED AFTER INCEPTION.

INSURED	POLICY NUMBER 2-49 MXC 550 46 56	SEQUENTIAL NO.
PRODUCER	EFFECTIVE DATE	

ITEM FOUR. SCHEDULE OF AUTOS YOU OWN.

LIMITS OF LIABILITY IN THE DECLARATIONS APPLY TO COVERAGES INDICATED BY "X" UNLESS STATED AMOUNT IS SHOWN BELOW																
AUTO NO.	MODEL YEAR	TRADE NAME, MODEL, BODY TYPE, SIZE TYPE, ID NUMBER, GARAGE LOCATION	BODILY INJURY PROPERTY DAMAGE	MEDICAL PAYMENTS	PERSONAL AUTO PROTECTION	MISC. NO-FAULT COVERAGE	UNINSURED MOTORISTS	UNDER-INSURED MOTORISTS	COMPREHENSIVE		SPECIFIED PERILS		COLLISION ACV LESS DEDUCTIBLE	COMBINED PHYSICAL DAMAGE		TOWING
									ACV OR \$	LESS DEDUCTIBLE \$	ACV OR \$	LESS DEDUCTIBLE \$		ACV OR \$	LESS DEDUCTIBLE \$	
41	53	UTILITY TANKER TRLR. #23237 SANTA FE SPRINGS	X						ACV	100.			250.			
42		TRUCK														
43		PPT														
44		OLD														
45		PPT														
<p style="text-align: center;">LOSS PAYEE</p> <p>AUTO NO. EXCEPT FOR TOWING, ALL PHYSICAL DAMAGE LOSS IS PAYABLE TO YOU AND THE LOSS PAYEE NAMED BELOW AS INTERESTS MAY APPEAR AT THE TIME OF LOSS.</p>																

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## COMMERCIAL AUTOMOBILE COVERAGE

### POLICY COVERAGE

These self-contained policy provisions, together with other applicable terms, conditions, exclusions, coverage parts and endorsements of this policy which are a part of this policy by designation in the Declarations, complete the Auto coverage provided by this policy. The premium is included in the Declarations of this Policy.

### BUSINESS AUTO POLICY

In return for payment of the premium and subject to all the terms of this policy and the coverages and endorsements which are a part of this policy by designation in the Declarations, we agree with you as follows:

#### PART I — WORDS AND PHRASES WITH SPECIAL MEANING — READ THEM CAREFULLY

The following words and phrases have special meaning throughout the policy and appear, other than in the Declarations, in boldface type when used.

A. "You" and "your" mean the person or organization shown as the named insured in ITEM ONE of the Declarations.

B. "We", "us" and "our" mean the company providing the insurance.

C. "Accident" includes continuous or repeated exposure to the same conditions resulting in bodily injury or property damage the insured neither expected nor intended.

D. "Auto" means a land motor vehicle, trailer or semi-trailer designed for travel on public roads but does not include mobile equipment.

E. "Bodily injury" means bodily injury, sickness or disease resulting from any of these.

F. "Insured" means any person or organization qualifying as an insured in the WHO IS INSURED section of the applicable insurance. Except with respect to our limit of liability, the insurance afforded applies separately to each insured who is seeking coverage or against whom a claim is made or suit is brought.

G. "Loss" means direct and accidental damage or loss.

H. "Mobile equipment" means any of the following type of land vehicles:

1. Specialized equipment such as: Bulldozers; Power shovels; Rollers, graders or scrapers; Farm machinery; Cranes; Street sweepers or other cleaners; Diggers; Fork-lifts; Pumps; Generators; Air Compressors; Drills; Other similar equipment.

2. Vehicles designed for use principally off public roads.

3. Vehicles maintained solely to provide mobility for such specialized equipment when permanently attached.

4. Vehicles not required to be licensed.

5. Autos maintained for use solely on your premises or that

This Form must be attached to Change Endorsement when issued after the Policy is written.

## BUSINESS AUTO POLICY

140513-11-81 (REV.)

part of the roads or other accesses that adjoin your premises.

I. "Property damage" means damage to or loss of use of tangible property.

J. "Trailer" includes semitrailer.

K. Description of Covered Auto Designation Symbols" when shown in Item Two of the Declarations means:

#### SYMBOL DESCRIPTION

1 = ANY AUTO.

2 = OWNED AUTOS ONLY.\* Only those autos you own (and for liability coverage any trailers you don't own while attached to power units you own). This includes those autos whose ownership you acquire after the policy begins.

3 = OWNED PRIVATE PASSENGER AUTOS ONLY.\* Only the private passenger autos you own. This includes those private passenger autos whose ownership you acquire after the policy begins.

4 = OWNED AUTOS OTHER THAN PRIVATE PASSENGER AUTOS.\* Only those autos you own which are not of the private passenger type (and for liability coverage any trailers you don't own while attached to power units you own). This includes those autos, not of the private passenger type, whose ownership you acquire after the policy begins.

5 = OWNED AUTOS SUBJECT TO NO-FAULT.\* Only those autos you own which are required to have No-Fault benefits in the state where they are licensed or principally garaged. This includes those autos whose ownership you acquire after the policy begins provided they are required to have No-Fault benefits in the state where they are licensed or principally garaged.

6 = OWNED AUTOS SUBJECT TO A COMPULSORY UNINSURED MOTORISTS LAW.\*

ONE OF THE FIREMAN'S FUND INSURANCE COMPANIES AS NAMED IN THE POLICY

STOCK NO. 140513-11-81 (REV.)

11 SEP

PRESIDENT

PAGE ONE OF EIGHT



SYMBOL	DESCRIPTION	SYMBOL	DESCRIPTION
	Only those autos you own which, because of the law in the state where they are licensed or principally garaged, are required to have and cannot reject uninsured motorists insurance. This includes those autos whose ownership you acquire after the policy begins provided they are subject to the same state uninsured motorists requirement.		from any of your employees or members of their households.
7	<b>SPECIFICALLY DESCRIBED AUTOS.</b> Only those autos described in ITEM FOUR (and for liability coverage any trailers you don't own while attached to any power unit described in ITEM FOUR).	9	<b>NONOWNED AUTOS ONLY.</b> Only those autos you do not own, lease, hire or borrow which are used in connection with your business. This includes autos owned by your employees or members of their households but only while used in your business or your personal affairs.
8	<b>HIRED AUTOS ONLY.</b> Only those autos you lease, hire, rent or borrow. This does not include any auto you lease, hire, rent or borrow	10	<b>Any other AUTOS.</b> Only those specifically described in the covered auto description in ITEM TWO of the Declarations.

\*Owned Autos include an auto leased to you under a leasing agreement of one year or more, including any substitute or replacement, for which the leasing agreement requires you to provide primary insurance for the lessor.

#### PART II — WHICH AUTOS ARE COVERED AUTOS

A. ITEM TWO in the Declarations shows the symbols of the autos that are covered autos for each of your coverages. The numerical symbols explained in PART I.K. describe which autos are covered autos. The symbols entered next to a coverage designate the only autos that are covered autos.

B. OWNED AUTOS YOU ACQUIRE AFTER THE POLICY BEGINS.

1. If symbols "1", "2", "3", "4", "5" or "6" are entered next to a coverage in ITEM TWO, then you already have coverage for autos of the type described until the policy ends.

2. But, if symbol "7" is entered next to a coverage in ITEM TWO, an auto you acquire will be a covered auto for that coverage only if:

a. We already insure all autos that you own for that coverage or it replaces an auto you previously owned that had that coverage; and

b. You tell us within 30 days after you acquire it that you want us to insure it for that coverage.

C. CERTAIN TRAILERS AND MOBILE EQUIPMENT.

If the policy provides liability insurance, the following types of vehicles are covered autos for liability insurance:

1. Trailers with a load capacity of 2,000 pounds or less designed primarily for travel on public roads.

2. Mobile equipment while being carried or towed by a covered auto.

#### PART III — WHERE AND WHEN THIS POLICY COVERS

We cover accidents and losses which occur during the policy period:

A. In the United States of America, its territories or posses-

sions, Puerto Rico or Canada; or

B. While the covered auto is being transported between any of these places.

#### PART IV — LIABILITY INSURANCE

A. WE WILL PAY.

1. We will pay all sums the insured legally must pay as damages because of bodily injury or property damage to which this insurance applies, caused by an accident and resulting from the ownership, maintenance or use of a covered auto.

2. We have the right and duty to defend any suit asking for these damages. However, we have no duty to defend suits for bodily injury or property damage not covered by this policy. We may investigate and settle any claim or suit as we consider appropriate. Our payment of the LIABILITY INSURANCE limit ends our duty to defend or settle.

B. WE WILL ALSO PAY.

In addition to our limit of liability, we will pay for the insured:

1. Up to \$250 for cost of bail bonds (including bonds for related traffic law violations) required because of an accident we cover. We do not have to furnish these bonds.

2. Premiums on appeal bonds in any suit we defend.

3. Premiums on bonds to release attachments in a suit we defend but only for bonds up to our limit of liability.

4. All costs taxed to the insured in a suit we defend.

5. All interest accruing after the entry of the judgment in a



suit we defend. Our duty to pay interest ends when we pay or tender our limit of liability.

6. Up to \$50 a day for loss of earnings (but not other income) because of attendance at hearings or trials at our request.

7. Other reasonable expenses incurred at our request.

#### C. WE WILL NOT COVER — EXCLUSIONS.

This insurance does not apply to:

1. Liability assumed under any contract or agreement.
2. Any obligation for which the insured or his or her insurer may be held liable under any workers' compensation or disability benefits law or under any similar law.
3. Any obligation of the insured to indemnify another for damages resulting from bodily injury to the insured's employees.
4. Bodily injury to any fellow employee of the insured arising out of and in the course of his or her employment.
5. Bodily injury to any employee of the insured arising out of and in the course of his or her employment by the insured. However, this exclusion does not apply to bodily injury to domestic employees not entitled to workers' compensation benefits.
6. Property damage to property owned or transported by the insured or in the insured's care, custody or control.
7. Bodily injury or property damage resulting from the handling of property:
  - a. Before it is moved from the place where it is accepted by the insured for movement into or onto the covered auto, or
  - b. After it is moved from the covered auto to the place where it is finally delivered by the insured.
8. Bodily injury or property damage resulting from the movement of property by a mechanical device (other than a hand truck) not attached to the covered auto.
9. Bodily injury or property damage caused by the dumping, discharge or escape of irritants, pollutants or contaminants. This exclusion does not apply if the discharge is sudden and accidental.

#### D. WHO IS INSURED.

1. You are an insured for any covered auto.
2. While any covered auto is rented or leased to you and is being used by or for you, its owner or anyone else from whom you rent or lease it is an insured but only for that covered auto. However, that covered auto's owner or anyone else from whom it is rented or leased is not an insured for liability resulting from defects or faulty workmanship.
3. Anyone else is an insured while using with your permission a covered auto you own, hire or borrow except:
  - a. The owner of a covered auto you hire or borrow from

one of your employees or a member of his or her household.

b. Someone using a covered auto while he or she is working in a business of selling, servicing, repairing or parking autos unless that business is yours.

c. Anyone other than your employees, a lessee or borrower or any of their employees, while moving property to or from a covered auto.

4. Anyone is an insured for his or her liability because of acts or omissions of an insured described above. However, the owner of or anyone else from whom you hire or borrow a covered auto is an insured only if that auto is a trailer connected to a covered auto you own.

#### E. OUR LIMIT OF LIABILITY

Regardless of the number of covered autos, insureds, claims made or vehicles involved in the accident, our limit of liability is as shown in the Declarations and as defined below:

1. Combined bodily injury liability and property damage liability.

The most we will pay for all damages resulting from any one accident is the LIABILITY INSURANCE limit shown in the Declarations.

2. Separate limits of liability for bodily injury liability and property damage liability.

The most we will pay for all damages resulting from bodily injury to any one person caused by any one accident is the limit of Bodily Injury Liability shown in the Declarations for "each person".

Subject to the limits for "each person", the most we will pay for all damages resulting from bodily injury caused by any one accident is the limit of Bodily Injury Liability shown in the Declarations for "each accident".

The most we will pay for all damages resulting from property damage caused by any one accident is the limit of Property Damage Liability shown in the Declarations.

For the purpose of determining our limit of liability under 1. or 2. above, all bodily injury and property damage resulting from continuous or repeated exposure to substantially the same conditions will be considered as resulting from one accident.

#### F. OUT OF STATE EXTENSIONS OF COVERAGE.

1. While a covered auto is away from the state where it is licensed we will:

a. Increase this policy's liability limits to meet those specified by a compulsory or financial responsibility law in the jurisdiction where the covered auto is being used.

b. Provide the minimum amounts and types of other coverages, such as "No-Fault", required out of state vehicles by the jurisdiction where the covered auto is being used.

2. We will not pay anyone more than once for the same elements of loss because of these extensions.

### PART V — AUTO MEDICAL PAYMENTS INSURANCE

#### A. WORDS AND PHRASES WITH SPECIAL MEANING:

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In addition to the WORDS AND PHRASES WITH SPECIAL MEANING in the policy, the following words and

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phrases have special meaning for AUTO MEDICAL PAYMENTS INSURANCE:

1. "Family member" means a person related to you, by blood, marriage or adoption who is a resident of your household, including a ward or foster child.
2. "Occupying" means in, upon, getting in, on, out or off.

#### B. WE WILL PAY.

We will pay reasonable expenses incurred for necessary medical and funeral services to or for an insured who sustains bodily injury caused by accident. We will pay only those expenses incurred within three years from the date of the accident.

#### C. WE WILL NOT COVER — EXCLUSIONS.

This insurance does not apply to:

1. Bodily injury sustained by an insured while occupying a vehicle located for use as a premises.
2. Bodily injury sustained by you or any family member while occupying or struck by any vehicle (other than a covered auto) owned by you or furnished or available for your regular use.
3. Bodily injury sustained by any family member while occupying or struck by any vehicle (other than a covered auto) owned by or furnished or available for the regular use of any family member.
4. Bodily injury to your employee arising out of and in the course of employment by you. However, we will cover bodily injury to your domestic employees if not entitled to workers' compensation benefits.

5. Bodily injury to an insured while working in a business of selling, servicing, repairing or parking autos unless that business is yours.

6. Bodily injury caused by declared or undeclared war or insurrection or any of their consequences.

7. Bodily injury to anyone using a vehicle without a reasonable belief that the person is entitled to do so.

#### D. WHO IS INSURED.

1. You or any family member while occupying or, while a pedestrian, when struck by any auto.

2. Anyone else occupying a covered auto or a temporary substitute for a covered auto. The covered auto must be out of service because of its breakdown, repair, servicing, loss or destruction.

#### E. OUR LIMIT OF LIABILITY.

Regardless of the number of covered autos, insureds, claims made or vehicles involved in the accident, the most we will pay for bodily injury for each insured injured in any one accident is the limit of AUTO MEDICAL PAYMENTS shown in the Declarations.

#### F. CHANGES IN CONDITIONS.

The CONDITIONS of the policy are changed for AUTO MEDICAL PAYMENTS INSURANCE as follows:

1. OUR RIGHT TO RECOVER FROM OTHERS does not apply.
2. The reference in OTHER INSURANCE to "other collectible insurance" applies only to other collectible auto medical payments insurance.

### PART VI — UNINSURED MOTORISTS INSURANCE

#### A. WORDS AND PHRASES WITH SPECIAL MEANING:

In addition to the WORDS AND PHRASES WITH SPECIAL MEANING in the policy, the following words and phrases have special meaning for UNINSURED MOTORISTS INSURANCE:

1. "Family member" means a person related to you by blood, marriage or adoption who is a resident of your household, including a ward or foster child.

2. "Occupying" means in, upon, getting in, on, out or off.

3. "Uninsured motor vehicle" means a land motor vehicle or trailer:

- a. For which no liability bond or policy at the time of an accident provides at least the amounts required by the applicable law where a covered auto is principally garaged, or
- b. For which the sum of all liability bonds or policies at the time of an accident provides at least the amounts required by the applicable law where a covered auto is principally garaged but their limits are less than the limit of this insurance, or
- c. For which an insuring or bonding company denies coverage or is or becomes insolvent, or
- d. Which is a hit-and-run vehicle and neither the driver nor

owner can be identified. The vehicle must hit an insured, a covered auto or a vehicle an insured is occupying.

However, "uninsured motor vehicle" does not include any vehicle:

- a. Owned or operated by a self-insurer under any applicable motor vehicle law.
- b. Owned by a governmental unit or agency.
- c. Designed for use mainly off public roads while not on public roads.

#### B. WE WILL PAY

1. We will pay all sums the insured is legally entitled to recover as damages from the owner or driver of an uninsured motor vehicle. The damages must result from bodily injury sustained by the insured caused by an accident. The owner's or driver's liability for these damages must result from the ownership, maintenance or use of the uninsured motor vehicle.

2. If this insurance provides a limit in excess of the amounts required by the applicable law where a covered auto is principally garaged, we will pay only after all liability bonds or policies have been exhausted by judgments or payments.

3. Any judgment for damages arising out of a suit brought without our written consent is not binding on us.



#### C. WE WILL NOT COVER — EXCLUSIONS.

The insurance does not apply to:

1. Any claim settled without our consent.
2. The direct or indirect benefit of any insurer or self-insurer under any workers' compensation, disability benefits or similar law.
3. Bodily injury sustained by you or any family member while occupying or struck by any vehicle owned by you or any family member which is not a covered auto.
4. Anyone using a vehicle without a reasonable belief that the person is entitled to do so.

#### D. WHO IS INSURED.

1. You or any family member.
2. Anyone else occupying a covered auto or a temporary substitute for a covered auto. The covered auto must be out of service because of its breakdown, repair, servicing, loss or destruction.
3. Anyone for damages he is entitled to recover because of bodily injury sustained by another insured.

#### E. OUR LIMIT OF LIABILITY.

1. Regardless of the number of covered autos, insureds, claims made or vehicles involved in the accident, our limit of liability is as follows:

The most we will pay for all damages resulting from bodily injury to any one person caused by any one accident is the limit shown in the Declarations for "each person".

Subject to the limit for "each person", the most we will pay for all damages resulting from bodily injury caused by any one accident is the limit shown in the Declarations for "each accident."

2. Any amount payable under this insurance shall be reduced by:

- a. All sums paid or payable under any workers' compensation, disability benefits or similar law, and
- b. All sums paid by or for anyone who is legally responsible, including all sums paid under the policy's LIABILITY

#### INSURANCE.

3. Any amount paid under this insurance will reduce any amount an insured may be paid under the policy's LIABILITY INSURANCE.

#### F. CHANGES IN CONDITIONS.

The CONDITIONS of the policy are changed for UNINSURED MOTORISTS INSURANCE as follows:

1. The reference in OTHER INSURANCE to "other collectible insurance" applies only to other collectible uninsured motorists insurance.

2. YOUR DUTIES AFTER ACCIDENT OR LOSS is changed by adding the following:

- a. Promptly notify the policy if a hit-and-run driver is involved, and
- b. Promptly send us copies of the legal papers if a suit is brought.

3. OUR RIGHT TO RECOVER FROM OTHERS is changed by adding the following:

If we make any payment and the insured recovers from another party, the insured shall hold the proceeds in trust for us and pay us back the amount we have paid.

4. The following Condition is added:

#### ARBITRATION

a. If we and an insured disagree whether the insured is legally entitled to recover damages from the owner or driver of an uninsured motor vehicle or do not agree as to the amount of damages, either party may make a written demand for arbitration. In this event, each party will select an arbitrator. The two arbitrators will select a third. If they cannot agree within 30 days, either may request that selection be made by a judge of a court having jurisdiction. Each party will pay the expenses it incurs and bear the expenses of the third arbitrator equally.

b. Unless both parties agree otherwise, arbitration will take place in the county in which the insured lives. Local rules of law as to arbitration procedure and evidence will apply. A decision agreed to by two of the arbitrators will be binding.

#### PART VII — PHYSICAL DAMAGE

##### A. WE WILL PAY.

1. We will pay for loss to a covered auto or its equipment under:

a. Comprehensive Coverage. From any cause except the covered auto's collision with another object or its overturn.

- b. Specified Perils Coverage. Caused by:

- (1) Fire or explosion;
- (2) Theft;
- (3) Windstorms, hail or earthquake;
- (4) Flood;
- (5) Mischief or vandalism;
- (6) The sinking, burning, collision or derailment of any conveyance transporting the covered auto.

c. Collision Coverage. Caused by the covered auto's collision with another object or its overturn.

d. Combined Physical Damage Coverage. From any cause including the covered auto's collision with another object or its overturn.

##### 2. Towing.

We will pay up to \$25 for towing and labor costs incurred each time a covered auto of the private passenger type is disabled. However, the labor must be performed at the place of disablement.

##### B. WE WILL ALSO PAY.

We will also pay up to \$10 per day to a maximum of \$30 for transportation expense incurred by you because of the total theft of a covered auto of the private passenger type. We will pay only for those covered autos for which you



carry either Comprehensive or Specified Perils Coverage. We will pay for transportation expenses incurred during the period beginning 48 hours after the theft and ending, regardless of the policy's expiration, when the covered auto is returned to use or we pay for its loss.

#### C. WE WILL NOT COVER — EXCLUSIONS.

This insurance does not apply to:

1. Wear and tear, freezing, mechanical or electrical breakdown unless caused by other loss covered by this policy.
2. Blowouts, punctures or other road damage to tires unless caused by other loss covered by this policy.
3. Loss caused by declared or undeclared war or insurrection or any of their consequences;
4. Loss caused by the explosion of a nuclear weapon or its consequences.
5. Loss caused by radioactive contamination.
6. Loss to tape decks or other sound reproducing equipment not permanently installed in a covered auto.
7. Loss to tapes, records or other sound reproducing devices designed for use with sound reproducing equipment.
8. Loss to any sound receiving equipment designed for use as a citizens' band radio, two-way mobile radio or telephone or scanning monitor receiver, including its antennas and other accessories, unless permanently installed in the dash or console opening normally used by the auto manufacturer for the installation of a radio.

#### D. HOW WE WILL PAY FOR LOSSES — THE MOST

#### WE WILL PAY.

##### 1. At our option we may:

- a. Pay for, repair or replace damaged or stolen property; or
- b. For theft, return the stolen property, at our expense. We will pay for any damage that results to the auto from the theft.

##### 2. The most we will pay for loss is the smaller of the following amounts:

- a. The amount shown in ITEM FOUR, Schedule of Autos You Own, in the Declarations.
- b. The actual cash value of the damaged or stolen property at the time of loss.
- c. The cost of repairing or replacing the damaged or stolen property with other of like kind or quality.

3. For each covered auto, our obligation to pay for, repair, return or replace damaged or stolen property will be reduced by the applicable deductible shown in the Declarations. Any Comprehensive Coverage deductible shown in the Declarations does not apply to loss caused by fire or lightning.

#### E. GLASS BREAKAGE — HITTING A BIRD OR ANIMAL — FALLING OBJECTS OR MISSILES.

We will pay for glass breakage, loss caused by hitting a bird or animal or by falling objects or missiles under Comprehensive Coverage for the damaged covered auto. However, you have the option of having glass breakage caused by a covered auto's collision or overturn considered a loss under Collision Coverage.

### PART VIII — CONDITIONS

The insurance provided by this policy is subject to the following conditions:

#### A. YOUR DUTIES AFTER ACCIDENT OR LOSS.

1. You must promptly notify us or our agent of any accident or loss. You must tell us how, when and where the accident or loss happened. You must assist in obtaining the names and addresses of any injured persons and witnesses.
2. Additionally, you and other involved insureds must:
  - a. Cooperate with us in the investigation, settlement or defense of any claim or suit. No insured shall, except at his or her own cost, voluntarily make any payment, assume any obligation or incur any expense.
  - b. Immediately send us copies of any notices or legal papers received in connection with the accident or loss.
  - c. Submit at our expense and as often as we require to physical examinations by physicians we select.
  - d. Authorize us to obtain medical reports and other pertinent medical information.
3. Additionally, to recover for loss to a covered auto or its equipment you must do the following:
  - a. Permit us to inspect and appraise the damaged property before its repair or disposition.
  - b. Do what is reasonably necessary after loss at our expense

to protect the covered auto from further loss.

c. Submit a proof of loss when required by us.

d. Promptly notify the police if the covered auto or any of its equipment is stolen.

#### B. OTHER INSURANCE

1. For any covered auto you own this policy provides primary insurance. For any covered auto you don't own, the insurance provided by this policy is excess over any other collectible insurance. However, while a covered auto which is a trailer is connected to another vehicle the liability coverage this policy provides for the trailer:

a. Is excess while it is connected to a motor vehicle you don't own.

b. Is primary while it is connected to a covered auto you own.

2. When two or more policies cover on the same basis, either excess or primary, we will pay only our share. Our share is the proportion that the limit of our policy bears to the total of the limits of all the policies covering on the same basis.

#### C. OUR RIGHT TO RECOVER FROM OTHERS.

If we make any payment, we are entitled to recover what we paid from other parties. Any person to or for whom we make payment must transfer to us his or her rights of

recovery against any other party. This person must do everything necessary to secure these rights and must do nothing that would jeopardize them.

#### **D. CANCELLING THIS POLICY DURING THE POLICY PERIOD.**

1. You must cancel the policy by returning it to us or by giving us advance notice of the date cancellation is to take effect.

2. We may cancel the policy by mailing you at least 10 days notice at your last address known by us. We may deliver any notice instead of mailing it. Proof of mailing of any notice will be sufficient proof of notice.

3. The effective date of cancellation stated in the notice shall become the end of the policy period.

4. If this policy is cancelled, you may be entitled to a premium refund. If so, we will send you the refund. However, making or offering to make the refund is not a condition of cancellation. If you cancel, the refund, if any, will be computed in accordance with the customary short rate procedure. If we cancel, the refund, if any, will be computed pro rata.

#### **E. LEGAL ACTION AGAINST US.**

No legal action may be brought against us until there has been full compliance with all the terms of this policy. In addition, under LIABILITY INSURANCE, no legal action may be brought against us until we agree in writing that the insured has no obligation to pay or until the amount of that obligation has been finally determined by judgment after trial. No person or organization has any right under this policy to bring us into any action to determine the liability of the insured.

#### **F. INSPECTION.**

At our option we may inspect your property and operations at any time. These inspections are for our benefit only. By our right to inspect or by our making any inspection we make no representation that your property or operations are safe, not harmful to health or comply with any law, rule or regulation.

#### **G. CHANGES.**

This policy contains all the agreements between you and us. Its terms may not be changed or waived except by endorsement issued by us. If a change requires a premium adjustment, we will adjust the premium as of the effective date of change. If we revise this policy form to provide more coverage without additional premium charge your policy will automatically provide the additional coverage as of the date the revision is effective in your state.

#### **H. TRANSFER OF YOUR INTEREST IN THIS POLICY.**

Your rights and duties under this policy may not be assigned without our written consent.

#### **I. NO BENEFIT TO BAILEE — PHYSICAL DAMAGE INSURANCE ONLY.**

We will not recognize any assignment or grant any coverage for the benefit of any person or organization holding, storing or transporting property for a fee regardless of any other provision of this policy.

#### **J. BANKRUPTCY.**

Bankruptcy or insolvency of the insured shall not relieve us of any obligations under this policy.

#### **K. APPRAISAL FOR PHYSICAL DAMAGE LOSSES.**

1. If you and we fail to agree as to the amount of loss either may demand an appraisal of the loss. In such event, you and we shall each select a competent appraiser, and the appraisers shall select a competent and disinterested umpire. The appraisers shall state separately that actual cash value and the amount of loss, and, failing to agree, shall submit their differences to the umpire. An award in writing of any two shall determine the amount of loss. You and we shall each pay the chosen appraiser and shall bear equally the other expenses of the appraisal and umpire.

2. We shall not be held to have waived any of our rights by any act relating to appraisal.

#### **L. TWO OR MORE POLICIES ISSUED BY US.**

If this policy and any other policy issued to you by us or any company affiliated with us apply to the same accident, the aggregate maximum limit of liability under all the policies shall not exceed the highest applicable limit of liability under any one policy. This condition does not apply to any policy issued by us or an affiliated company specifically to apply as excess insurance over this policy.

#### **M. ESTIMATED ANNUAL PREMIUM.**

The estimated annual premium for this policy is based on the exposures you told us you would have when this policy began.

We will compute your final premium due when we determine your actual exposures. The estimated annual premium will be credited against the final premium due and you will be billed for the balance, if any. If the estimated annual premium exceeds the final premium due you will get a refund. To determine your final premium due we may examine your records at any time during the period of coverage and up to three years afterward. If this policy is issued for more than one year, the premium shall be computed annually based on our rates or premiums in effect at the beginning of each year of the policy.

### **NUCLEAR ENERGY LIABILITY EXCLUSION ENDORSEMENT (BROAD FORM)**

This endorsement modifies the provisions of this policy relating to all Medical Payments and Automobile Liability Insurance. It is agreed that:

1. This policy does not apply:

A. Under any Liability Coverage, to bodily injury or property damage

(1) with respect to which an insured under this policy is also an insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters or Nuclear Insurance

STOCK NO. 14851-11-41 (REV.)

PAGE SEVEN OF EIGHT



Association of Canada, or would be an insured under any such policy but for its termination upon exhaustion of its limit of liability; or

(2) resulting from hazardous properties of nuclear material and with respect to which (a) any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or (b) the insured is, or had this policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization.

B. Under any Medical Payments Coverage, or under any Supplementary Payments provision relating to first aid, to expenses incurred with respect to bodily injury resulting from the hazardous properties of nuclear material and arising out of the operation of a nuclear facility by any person or organization.

C. Under any Liability Coverage, to bodily injury or property damage resulting from the hazardous properties of nuclear material, if

(1) the nuclear material (a) is at any nuclear facility owned by, or operated by or on behalf of, an insured or (b) has been discharged or dispersed therefrom;

(2) the nuclear material is contained in spent fuel or waste at any time possessed, handled, used, processed, stored, transported or disposed of by or on behalf of an insured; or

(3) the bodily injury or property damage arises out of the furnishing by an insured of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any nuclear facility, but if such facility is located within the United States of America, its territories or possessions or Canada, this exclusion (3) applies only to property damage to such nuclear facility and any property thereat.

II. As used in this endorsement:

"hazardous properties" include radioactive, toxic or explosive properties;

"nuclear material" means source material, special nuclear

material or byproduct material;

"source material", "special nuclear material", and "by-product material" have the meanings given them in the Atomic Energy Act of 1954 or in any law amendatory thereof;

"spent fuel" means any fuel element or fuel component solid or liquid, which has been used or exposed to radiation in a nuclear reactor;

"waste" means any waste material

(a) containing by-product material other than the tailings or wastes produced by the extraction or concentration of uranium or thorium from any ore processed primarily for its source material content, and

(b) resulting from the operation by any person or organization of any nuclear facility included under the first two paragraphs of the definition of nuclear facility;

"nuclear facility" means

(a) any nuclear reactor,

(b) any equipment or device designed or used for (1) separating the isotopes of uranium or plutonium, (2) processing or utilizing spent fuel, or (3) handling, processing or packaging waste,

(c) any equipment or device used for the processing, fabricating or alloying of special nuclear material if at any time the total amount of such material in the custody of the insured at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235,

(d) any structure, basic, excavation, premises or place prepared or used for the storage or disposal of waste, and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations;

"nuclear reactor" means any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable material.

"property damage" includes all forms of radioactive contamination of property.

IN WITNESS WHEREOF, we have caused this policy to be signed by our President and Secretary, but it shall not be binding upon us unless it is countersigned on the General Declarations page by one of our duly authorized agents.

SECRETARY

*John Benedict*

PRESIDENT

*William A. Schmidt*



**COMMERCIAL AUTOMOBILE  
COVERAGE****POLICY AMENDMENT****GENERAL LIABILITY**

Additional Insured (Vendor—Broad Form)

185237-07-79 REV.

IF THE FOLLOWING INFORMATION IS NOT COMPLETE, REFER TO THE APPROPRIATE DECLARATIONS ATTACHED TO THE POLICY.

INSURED	POLICY NUMBER 2-49 POC 550 46 54	SEQUENTIAL NO.
PRODUCER	EFFECTIVE DATE	

**DECLARATIONS****DESIGNATED VENDOR**

STANDARD BRANDS PAINT CO.  
4300 W. 190TH STREET  
TORRANCE, CA. 90509  
ATTN: MR. TIM DUNDAS

THIS ENDORSEMENT MODIFIES SUCH INSURANCE AS IS AFFORDED BY THE PROVISIONS OF THE POLICY RELATING TO THE FOLLOWING:  
COMPREHENSIVE GENERAL LIABILITY INSURANCE—COMPLETED OPERATIONS AND PRODUCTS LIABILITY INSURANCE

It is agreed that the "Persons Insured" provision is amended to include as an insured the person or organization designated in the Declarations as vendor subject to the following provisions:

a. The insurance applies only to the distribution or sale by the vendor of the named insured's products and then only to any liability arising out of the named insured's negligence or any defect or condition in such product existing when such product was relinquished by the named insured to the vendor.

b. The insurance with respect to the vendor does not apply to any liability arising out of:

(1) Any express warranty unauthorized by the named insured;

(2) Any repacking of the product unless solely for the purpose of inspection, demonstration, testing or the substitution

tion of parts under instructions from the named insured and then repacked in the original container;

(3) Any product which after distribution or sale by the named insured has been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor;

(4) Any failure to maintain the produce in merchantable condition;

(5) Any physical or chemical change in the form of the product made intentionally by the vendor.

c. The insurance does not apply to any person or organization as insured from whom the named insured has acquired such product or any ingredient, part or container, entering into, accompanying or containing such product.

This Form must be attached to Change Endorsement when issued after the Policy is written.

**CORRESPONDS TO ENVT. 9002**

ONE OF THE FIREMAN'S FUND INSURANCE COMPANIES AS NAMED IN THE POLICY

STOCK NO. 185237-07-79 REV.

**COMMERCIAL AUTOMOBILE  
COVERAGE****POLICY AMENDMENT****GENERAL LIABILITY**

Additional Insured (Vendors--Broad Form)

105137-07-79 REV.

IF THE FOLLOWING INFORMATION IS NOT COMPLETE, REFER TO THE APPROPRIATE DECLARATIONS ATTACHED TO THE POLICY.

INSURED	POLICY NUMBER 2-49 HXC 550 46 56	SEQUENTIAL NO.
PRODUCER	EFFECTIVE DATE	

**DECLARATIONS****DESIGNATED VENDOR****PACKAGING CORPORATION OF AMERICA**  
4633 DOWNEY ROAD  
LOS ANGELES, CA. 90058  
ATTN: MR. DALE MC MILLANTHIS ENDORSEMENT MODIFIES EACH INSURANCE AS IS AFFORDED BY THE PROVISIONS OF THE POLICY RELATING TO THE FOLLOWING:  
COMPREHENSIVE GENERAL LIABILITY INSURANCE--COMPLETED OPERATIONS AND PRODUCTS LIABILITY INSURANCE

It is agreed that the "Persons Insured" provision is amended to include as an insured the person or organization designated in the Declarations as vendor subject to the following provisions:

a. The insurance applies only to the distribution or sale by the vendor of the named insured's products and then only to any liability arising out of the named insured's negligence or any defect or condition in such product existing when such product was relinquished by the named insured to the vendor.

b. The insurance with respect to the vendor does not apply to any liability arising out of:

(1) Any express warranty unauthorized by the named insured;

(2) Any repacking of the product unless solely for the purpose of inspection, demonstration, testing or the substitution

of parts under instructions from the named insured and then repacked in the original container;

(3) Any product which after distribution or sale by the named insured has been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor;

(4) Any failure to maintain the produce in merchantable condition;

(5) Any physical or chemical change in the form of the product made intentionally by the vendor.

c. The insurance does not apply to any person or organization as insured from whom the named insured has acquired such product or any ingredient, part or container, entering into, accompanying or containing such product.

This Form must be attached to Change Endorsement when issued after the Policy is written.

CORRESPONDS TO ENBT. 0002

ONE OF THE FIREMAN'S FUND INSURANCE COMPANIES AS NAMED IN THE POLICY

STOCK NO. 105137-07-79 REV.



This endorsement modifies such insurance as is afforded by the provisions of the policy relating to the following:  
COMPREHENSIVE AUTOMOBILE LIABILITY INSURANCE — BASIC AUTOMOBILE LIABILITY INSURANCE

**AMENDMENT OF DEFINITION OF "AUTOMOBILE BUSINESS" — CALIFORNIA**

It is agreed that the definition of "automobile business" in this policy is deleted and replaced by the following:  
"automobile business" means the business or occupation of selling, repairing, servicing, delivering, testing, road-testing, parking, or storing automobiles.

FIREMAN'S FUND INSURANCE COMPANY  
THE AMERICAN INSURANCE COMPANY  
NATIONAL SURETY CORPORATION  
ASSOCIATED INDEMNITY CORPORATION  
AMERICAN AUTOMOBILE INSURANCE COMPANY

71-X

*William A. Schmitt*

PRESIDENT

100804-S-74



**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**UNINSURED MOTORISTS INSURANCE — BODILY INJURY  
(CALIFORNIA)**

**A. WORDS AND PHRASES WITH SPECIAL MEANING**

In addition to the WORDS AND PHRASES WITH SPECIAL MEANING in the policy, the following words and phrases have special meaning for UNINSURED MOTORISTS INSURANCE — BODILY INJURY (CALIFORNIA):

1. "Family member" means your spouse, whether or not a resident of your household, and any other person related to you by blood, marriage or adoption who is a resident of your household, including a ward or foster child.
2. "Occupying" means in, upon, getting in, on, out or off.
3. "Uninsured motor vehicle" means a land motor vehicle or trailer:
  - a. For which no liability bond or policy at the time of an accident provides at least the amounts required by the applicable law where a covered auto is principally garaged, or
  - b. For which the sum of all liability bonds or policies at the time of an accident provides at least the amounts required by the applicable law where a covered auto is principally garaged but their limits are less than the limit of this insurance, or
  - c. For which the insuring or bonding company denies coverage or refuses to admit coverage except conditionally or with reservation or becomes insolvent, or
  - d. Which is a hit-and-run vehicle and neither the driver nor owner can be identified. The vehicle must hit an insured, a covered auto or a vehicle an insured is occupying.

However, "uninsured motor vehicle" does not include any vehicle:

- a. Owned or operated by a self-insurer under any applicable motor vehicle law.
- b. Owned by a governmental unit or agency.
- c. Designed for use mainly off public roads while not on public roads.

**B. WE WILL PAY**

1. We will pay all sums the insured is legally entitled to recover as damages from the

owner or driver of an uninsured motor vehicle. The damages must result from bodily injury sustained by the insured caused by an accident. The owner's or driver's liability for these damages must result from the ownership, maintenance or use of the uninsured motor vehicle.

2. If this insurance provides a limit in excess of the amounts required by the applicable law where a covered auto is principally garaged, we will pay only after all liability bonds or policies have been exhausted by judgments or payments.
3. Any judgment for damages arising out of a suit brought without our written consent is not binding on us.

**C. WE WILL NOT COVER — EXCLUSIONS**

This insurance does not apply to:

1. Any claim settled without our consent.
2. The direct or indirect benefit of any insurer or self-insurer under any workers' compensation, disability or similar law to the direct benefit of the United States, a state or its political subdivisions.
3. Bodily injury sustained by you or any family member while occupying or struck by any vehicle owned by you or any family member which is not a covered auto.
4. Anyone using a vehicle without a reasonable belief that the person is entitled to do so.

**D. WHO IS INSURED**

1. You or any family member.
2. Anyone else occupying a covered auto or a temporary substitute for a covered auto. The covered auto must be out of service because of its breakdown, repair, servicing, loss or destruction.
3. Anyone for damages he is entitled to recover because of bodily injury sustained by another insured.

**E. OUR LIMIT OF LIABILITY**

1. Regardless of the number of covered autos, insureds, claims made or vehicles involved in the accident, the most we will pay for all damages resulting from any one accident is the limit of UNINSURED MOTORISTS INSURANCE shown in the declarations.

2. Any loss payable under this insurance shall be reduced by:

- a. All sums paid or payable under any workers' compensation law exclusive of non-occupational disability benefits, and
- b. All sums paid by or for anyone who is legally responsible, including all sums paid under the policy's LIABILITY INSURANCE.

**F. CHANGES IN CONDITIONS**

The Conditions of the policy are changed for UNINSURED MOTORISTS INSURANCE — BODILY INJURY (CALIFORNIA) as follows:

**1. OTHER INSURANCE**

- a. For bodily injury sustained by an insured while occupying an auto he does not own, UNINSURED MOTORISTS INSURANCE does not apply if the owner of the auto has uninsured motorists insurance.
- b. Except as provided in paragraph a, if an insured has other uninsured motorists insurance, the damages shall be deemed not to exceed the higher of the applicable limits of the respective coverages. We will pay only our share of these damages. Our share is the proportion that the limit of UNINSURED MOTORISTS INSURANCE bears to the total of the limits of all uninsured motorists insurance.

2. YOUR DUTIES AFTER ACCIDENT OR LOSS is changed by adding the following:

- a. Promptly notify the police if a hit-and-run driver is involved, and
- b. Promptly send us copies of the legal papers if a suit is brought.

3. OUR RIGHT TO RECOVER FROM OTHERS is changed by adding the following:

If we make any payment and the insured recovers from another party, the insured shall hold the proceeds in trust for us and pay us back the amount we have paid.

4. LEGAL ACTION AGAINST US is changed to read:

No legal action may be brought against us until there has been full compliance with all the terms of this policy nor unless within one year from the date of the accident:

- a. Suit for bodily injury has been filed against the uninsured motorist in a court of competent jurisdiction, or
- b. Agreement as to the amount due under this insurance has been concluded, or
- c. The insured has formally instituted legal proceedings.

5. The following Condition is added:

**ARBITRATION**

- a. If we and an insured disagree whether the insured is legally entitled to recover damages from the owner or driver of an uninsured motor vehicle or do not agree as to the amount of damages, either party may make a written demand for arbitration. In this event the disagreement will be settled by a single neutral arbitrator. Each party will bear the expenses of the arbitrator equally.
- b. Unless both parties agree otherwise, arbitration will take place in the county in which the insured lives. Local rules of law as to arbitration procedures and evidence will apply. The decision of the arbitrator will be binding.

CA 01 4  
(Ed. 10 84)

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**CHANGES IN POLICY—CALIFORNIA**

LIABILITY INSURANCE for a covered auto licensed or principally garaged in, or garage operations conducted in California is changed as follows:

Any damages otherwise payable under LIABILITY INSURANCE to the owner or operator of an uninsured motor vehicle shall be reduced by all sums paid or payable to an insured under UNINSURED MOTORISTS INSURANCE—BODILY INJURY (CALIFORNIA) or UNINSURED MOTORISTS INSURANCE—PROPERTY DAMAGE (CALIFORNIA). This provision applies only if the claim of the insured and the claim of the owner or operator of the uninsured motor vehicle result from the same accident.

CA 01 43 (Ed. 10 84)

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COMMERCIAL AUTOMOBILE  
COVERAGE

POLICY AMENDMENT

BUSINESS AUTO POLICY  
GARAGE POLICY  
TRUCKERS' POLICY

Loss Payable Clause

CA 99 19 01 78

IF THE FOLLOWING INFORMATION IS NOT COMPLETE, REFER TO THE APPROPRIATE DECLARATIONS ATTACHED TO THE POLICY.

INSURED	POLICY NUMBER 2-49 MXC 550 46 56	SEQUENTIAL NO.
PRODUCER	EFFECTIVE DATE	

DECLARATIONS

LOSS PAYEE

BARCLAY'S BANK  
1025 EAST ORANGETHORPE AVE.  
ANAHEIM, CA. 92801

APPLICABLE TO COVERED  
AUTO IDENTIFIED AS

71 FORD TRACTOR  
#0794

- A. We will pay you and the loss payee named in the Declarations for loss to a covered auto, as interest may appear.
- B. The insurance covers the interest of the loss payee unless the loss results from fraudulent acts of omissions on your part.
- C. We may cancel the policy as allowed by CANCEL

LING THIS POLICY DURING THE POLICY PERIOD. Cancellation ends this agreement as to the loss payee's interest. If we cancel the policy we will mail you and the loss payee the same advance notice.

D. If we make any payment to the loss payee, we will obtain his rights against any other party.

NO  
KID  
KANE  
OFF

This Form must be attached to Change Endorsement when issued after the Policy is written.

ONE OF THE FIREMAN'S FUND INSURANCE COMPANIES AS NAMED IN THE POLICY

James J. McLaughlin  
PRESIDENT

STOCK NO. CA 99 19 01 78

BRANCH COPY

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COMMERCIAL AUTOMOBILE  
COVERAGE

POLICY AMENDMENT

BUSINESS AUTO POLICY  
GARAGE POLICY  
TRUCKERS' POLICY

Loss Payable Clause

CA 99 19 01 78

IF THE FOLLOWING INFORMATION IS NOT COMPLETE, REFER TO THE APPROPRIATE DECLARATIONS ATTACHED TO THE POLICY.

INSURED	POLICY NUMBER 2-49 MXC 550 46 56	SEQUENTIAL NO.
PRODUCER	EFFECTIVE DATE	

DECLARATIONS

LOSS PAYEE

G M A C  
P O BOX 5000  
WESTMINSTER, CA. 92683

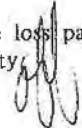
APPLICABLE TO COVERED  
AUTO IDENTIFIED AS

83 BUICK REGAL  
#7592

- A. We will pay you and the loss payee named in the Declarations for loss to a covered auto, as interest may appear.
- B. The insurance covers the interest of the loss payee unless the loss results from fraudulent acts of omissions on your part.
- C. We may cancel the policy as allowed by CANCEL-

LING THIS POLICY DURING THE POLICY PERIOD. Cancellation ends this agreement as to the loss payee's interest. If we cancel the policy we will mail you and the loss payee the same advance notice.

D. If we make any payment to the loss payee, we will obtain his rights against any other party.



This Form must be attached to Change Endorsement when issued after the Policy is written.

ONE OF THE FIREMAN'S FUND INSURANCE COMPANIES AS NAMED IN THE POLICY

  
PRESIDENT

STOCK NO. CA 99 19 01 78

BRANCH COPY

FFIC0050848

FFIC\_EPA\_0000244



COMMERCIAL AUTOMOBILE  
COVERAGE

POLICY AMENDMENT

BUSINESS AUTO POLICY  
GARAGE POLICY  
TRUCKERS' POLICY

Loss Payable Clause

CA 99 19 01 78

IF THE FOLLOWING INFORMATION IS NOT COMPLETE, REFER TO THE APPROPRIATE DECLARATIONS ATTACHED TO THE POLICY.

INSURED	POLICY NUMBER 2-49 MXC 550 46 56	SEQUENTIAL NO.
PRODUCER	EFFECTIVE DATE	

DECLARATIONS

LOSS PAYEE

HOME BANK  
15625 SOUTH LAKEWOOD BLVD.  
PARAMOUNT, CA. 90723

APPLICABLE TO COVERED  
AUTO IDENTIFIED AS  
69 GMC STAKE  
TRUCK #3872

- A. We will pay you and the loss payee named in the Declarations for loss to a covered auto, as interest may appear.
- B. The insurance covers the interest of the loss payee unless the loss results from fraudulent acts or omissions on your part.
- C. We may cancel the policy as allowed by CANCEL-

LING THIS POLICY DURING THE POLICY PERIOD. Cancellation ends this agreement as to the loss payee's interest. If we cancel the policy we will mail you and the loss payee the same advance notice.

D. If we make any payment to the loss payee, we will obtain his rights against any other party.

*Handwritten signature: Fred [unclear]*

This Form must be attached to Change Endorsement when issued after the Policy is written.

ONE OF THE FIREMAN'S FUND INSURANCE COMPANIES AS NAMED IN THE POLICY

*Handwritten signature: James J. McLaughlin*  
PRESIDENT

STOCK NO. CA 99 19 01 78

BRANCH COPY

FFIC0050845

FFIC\_EPA\_0000245



COMMERCIAL AUTOMOBILE  
COVERAGE

POLICY AMENDMENT

BUSINESS AUTO POLICY  
GARAGE POLICY  
TRUCKERS' POLICY

Loss Payable Clause

CA 99 19 01 78

IF THE FOLLOWING INFORMATION IS NOT COMPLETE, REFER TO THE APPROPRIATE DECLARATIONS ATTACHED TO THE POLICY.

INSURED	POLICY NUMBER 2-49 MXC 550 46 56	SEQUENTIAL NO.
PRODUCER	EFFECTIVE DATE	

DECLARATIONS

LOSS PAYEE

BANK OF AMERICA  
1840 LONG BEACH BLVD.  
LONG BEACH, CA.

APPLICABLE TO COVERED  
AUTO IDENTIFIED AS

82 DLS CUTLASS SUPREME  
#5197

1984 TOYOTA CRESSIDA

#3332

1984 BUICK

#2337

- A. We will pay you and the loss payee named in the Declarations for loss to a covered auto, as interest may appear.
- B. The insurance covers the interest of the loss payee unless the loss results from fraudulent acts of omissions on your part.
- C. We may cancel the policy as allowed by CANCEL-

LING THIS POLICY DURING THE POLICY PERIOD. Cancellation ends this agreement as to the loss payee's interest. If we cancel the policy we will mail you and the loss payee the same advance notice.

D. If we make any payment to the loss payee, we will obtain his rights against any other party.

This Form must be attached to Change Endorsement when issued after the Policy is written.

ONE OF THE FIREMAN'S FUND INSURANCE COMPANIES AS NAMED IN THE POLICY

DATE

*James J. McLaughlin*  
PRESIDENT

STOCK NO. CA 99 19 01 78

BRANCH COPY

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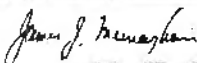

**ADDITIONAL INSURED — LESSOR**  
(CA 20 01 12 80)

INSURED	POLICY NUMBER <b>2-49 MXC 550 46 56</b>
PRODUCER	EFFECTIVE DATE

INSURANCE COMPANY <b>FIREMAN'S FUND</b>		POLICY NUMBER <b>2-49 MXC 550 46 56</b>
EFFECTIVE DATE <b>1-1-85</b>	EXPIRATION DATE <b>1-1-86</b>	
NAMED INSURED AND ADDRESS <b>ANGELES CHEMICAL CO., INC. &amp; STALLION TANK LINES, INC. P.O. BOX 2163 SANTA FE SPRINGS, CA. 90670</b>		
ADDITIONAL INSURED (LESSOR) <b>BOULEVARD RENTAL &amp; LEASING 1890 LONG BEACH BLVD. LONG BEACH, CA. 90806</b>		
DESIGNATION OR DESCRIPTION OF LEASED AUTOS  <b>#39 1984 TOYOTA CRESSIDA 4DR - 3332</b>		

This endorsement provides only those coverages for which an entry is shown by "X" in the applicable box.

COVERAGES		LIMITS OF LIABILITY	
LIABILITY		EACH PERSON	EACH ACCIDENT
<input checked="" type="checkbox"/> COMBINED BODILY INJURY AND PROPERTY DAMAGE LIABILITY		XXXXXXXX	\$ 500,000.
<input type="checkbox"/> BODILY INJURY LIABILITY		\$	\$
<input type="checkbox"/> PROPERTY DAMAGE LIABILITY		XXXXXXXX	\$
<input type="checkbox"/> PERSONAL INJURY PROTECTION (OR EQUIVALENT NO-FAULT COVERAGE)		\$	
<input type="checkbox"/> COMBINED PHYSICAL DAMAGE	ACTUAL CASH VALUE OR COST OF REPAIR WHICHEVER IS LESS; MINUS: \$ For Each Covered Auto		
<input checked="" type="checkbox"/> COMPREHENSIVE	ACTUAL CASH VALUE OR COST OF REPAIR WHICHEVER IS LESS; MINUS: \$ 100. For Each Covered Auto		
<input checked="" type="checkbox"/> COLLISION	ACTUAL CASH VALUE OR COST OF REPAIR WHICHEVER IS LESS; MINUS: \$ 250. For Each Covered Auto		
<input type="checkbox"/> SPECIFIED PERILS	ACTUAL CASH VALUE OR COST OF REPAIR WHICHEVER IS LESS; MINUS: \$ For Each Covered Auto		

ONE OF THE <b>FIREMAN'S FUND INSURANCE COMPANIES</b> AS NAMED IN THE POLICY	 PRESIDENT 10-X	COUNTERSIGNATURE OF AUTHORIZED AGENT 
-----------------------------------------------------------------------------------	-------------------------------------------------------------------------------------------------------	-------------------------------------------------------------------------------------------------------------------------------

## A. PHRASE WITH SPECIAL MEANING

In addition to the WORDS AND PHRASES WITH SPECIAL MEANING in the policy, the following phrase has special meaning in this endorsement:

"Leased auto" means an auto leased to you for one year or more, including any substitute, replacement or extra auto needed to meet seasonal or other needs, under a leasing agreement which requires you to provide direct primary insurance for the lessor.

- B. Any leased auto designated or described in this endorsement will be considered a covered auto you own and not a covered auto you hire or borrow. For a covered auto which is a leased auto WHO IS INSURED is changed to include as an Insured the lessor named in this endorsement. However, the lessor is an Insured only for bodily injury or property damage resulting from the acts or omissions of:

1. You
2. Any of your employees or agents.
3. Any person, except the lessor or any employee or agent of the lessor, operating a leased auto with the permission of any of the above.

## C. LOSS PAYABLE CLAUSE

1. We will pay you and the lessor named in this endorsement for loss to a leased auto, as interest may appear.
2. The insurance covers the interest of the lessor unless the loss results from fraudulent acts or omissions on your part.
3. If we make any payment to the lessor, we will obtain his rights against any other party.

## D. CANCELLATION

1. If we cancel the policy, we will mail notice to the lessor in accordance with CANCELLING THIS POLICY DURING THE POLICY PERIOD.
2. If you cancel the policy, we will mail notice to the lessor.
3. Cancellation ends this agreement.

- E. The lessor is not liable for payment of your premiums.



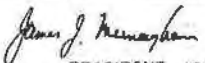

**ADDITIONAL INSURED — LESSOR**  
(CA 20 01 12 80)

INSURED	POLICY NUMBER <b>2-49 MXC 550 46 56</b>
PRODUCER	EFFECTIVE DATE

INSURANCE COMPANY <b>FIREMAN'S FUND</b>		POLICY NUMBER <b>2-49 MXC 550 46 56</b>
EFFECTIVE DATE <b>1-1-85</b>	EXPIRATION DATE <b>1-1-88</b>	
NAMED INSURED AND ADDRESS <b>ANGELES CHEMICAL CO., INC. &amp; STALLION TANK LINES, INC. P.O. BOX 2163 SANTA FE SPRINGS, CA. 90670</b>		
ADDITIONAL INSURED (LESSOR) <b>BOULEVARD LEASING 1840 LONG BEACH BLVD. LONG BEACH, CA. 90806</b>		
DESIGNATION OR DESCRIPTION OF LEASED AUTOS  <b>#36 1984 BUICK REGAL #2337</b>		

This endorsement provides only those coverages for which an entry is shown by "X" in the applicable box.

COVERAGES		LIMITS OF LIABILITY	
LIABILITY		EACH PERSON	EACH ACCIDENT
<input checked="" type="checkbox"/> COMBINED BODILY INJURY AND PROPERTY DAMAGE LIABILITY		XXXXXXXX	\$ 500,000.
<input type="checkbox"/> BODILY INJURY LIABILITY		\$	\$
<input type="checkbox"/> PROPERTY DAMAGE LIABILITY		XXXXXXXX	\$
<input type="checkbox"/> PERSONAL INJURY PROTECTION (OR EQUIVALENT NO-FAULT COVERAGE)		\$	
<input type="checkbox"/> COMBINED PHYSICAL DAMAGE	ACTUAL CASH VALUE OR COST OF REPAIR WHICHEVER IS LESS; MINUS: \$ For Each Covered Auto		
<input checked="" type="checkbox"/> COMPREHENSIVE	ACTUAL CASH VALUE OR COST OF REPAIR WHICHEVER IS LESS; MINUS: \$ 100. For Each Covered Auto		
<input checked="" type="checkbox"/> COLLISION	ACTUAL CASH VALUE OR COST OF REPAIR WHICHEVER IS LESS; MINUS: \$ 250. For Each Covered Auto		
<input type="checkbox"/> SPECIFIED PERILS	ACTUAL CASH VALUE OR COST OF REPAIR WHICHEVER IS LESS; MINUS: \$ For Each Covered Auto		

ONE OF THE <b>FIREMAN'S FUND INSURANCE COMPANIES</b> AS NAMED IN THE POLICY	 PRESIDENT 10-X	COUNTERSIGNATURE OF AUTHORIZED AGENT 
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**A. PHRASE WITH SPECIAL MEANING**

In addition to the WORDS AND PHRASES WITH SPECIAL MEANING in the policy, the following phrase has special meaning in this endorsement:

"Leased auto" means an auto leased to you for one year or more, including any substitute, replacement or extra auto needed to meet seasonal or other needs, under a leasing agreement which requires you to provide direct primary insurance for the lessor.

- B. Any leased auto designated or described in this endorsement will be considered a covered auto you own and not a covered auto you hire or borrow. For a covered auto which is a leased auto WHO IS INSURED is changed to include as an insured the lessor named in this endorsement. However, the lessor is an insured only for bodily injury or property damage resulting from the acts or omissions of:

1. You
2. Any of your employees or agents.
3. Any person, except the lessor or any employee or agent of the lessor, operating a leased auto with the permission of any of the above.

**C. LOSS PAYABLE CLAUSE**

1. We will pay you and the lessor named in this endorsement for loss to a leased auto, as interest may appear.
2. The insurance covers the interest of the lessor unless the loss results from fraudulent acts or omissions on your part.
3. If we make any payment to the lessor, we will obtain his rights against any other party.

**D. CANCELLATION**

1. If we cancel the policy, we will mail notice to the lessor in accordance with CANCELLING THIS POLICY DURING THE POLICY PERIOD.
2. If you cancel the policy, we will mail notice to the lessor.
3. Cancellation ends this agreement.

- E. The lessor is not liable for payment of your premiums.

COMMERCIAL AUTOMOBILE  
COVERAGE

POLICY AMENDMENT

BUSINESS AUTO POLICY  
GARAGE POLICY  
TRUCKERS' POLICY

Drive Other Car Coverage—Broadened  
Coverage for Named Individuals  
CA 99 10 12 80

IF THE FOLLOWING INFORMATION IS NOT COMPLETE, REFER TO THE APPROPRIATE DECLARATIONS ATTACHED TO THE POLICY.

INSURED	POLICY NUMBER 2-49 MXC 550 46 56	SEQUENTIAL NO.
PRODUCER	EFFECTIVE DATE	

DECLARATIONS

THE INSURANCE AFFORDED BECAUSE OF THE NAMING BELOW OF ANY INDIVIDUAL IS ONLY WITH RESPECT TO SUCH OF THE FOLLOWING COVERAGES FOR WHICH AN "X" HAS BEEN PLACED IN THE APPROPRIATE BOX:

COVERAGES: ☒ LIABILITY ☒ AUTO MEDICAL PAYMENTS ☒ UNINSURED MOTORIST ☐ COMPREHENSIVE ☐ \$50 DEDUCTIBLE COLLISION

NAME OF INDIVIDUAL: JOHN & JANYCE LOCKE III, JAMES W. LOCKE, JOHN G. LOCKE III

This endorsement changes only those coverages listed in the Declarations page. Each of those coverages is changed as follows:

A. PHRASE WITH SPECIAL MEANING

In addition to WORDS AND PHRASES WITH SPECIAL MEANING in this policy, the follow phrase has special meaning in this endorsement:

1. "Family member" means a person related to the individual named in the Declarations for this endorsement by blood, marriage or adoption who is a resident of the individual's household, including a ward or foster child.

B. CHANGES IN LIABILITY INSURANCE

1. Any auto you don't own, hire or borrow is a covered auto for LIABILITY INSURANCE while being used by any individual named in the Declarations for this endorsement or by his or her spouse while a resident of the same household except:

- Any auto owned by that individual or by any member of his or her household.
- Any auto used by that individual or his or her spouse while working in a business of selling, servicing, repairing or parking autos.

2. The following is added to WHO IS INSURED:

Any individual named in the Declarations for this endorsement and his or her spouse, while a resident of the same household, are insureds while using any covered auto described in paragraph B. 1. of this endorsement.

C. CHANGES IN AUTO MEDICAL PAYMENTS AND UNINSURED MOTORISTS INSURANCE

The following is added to WHO IS INSURED.

Any individual named in the Declarations for this endorsement and his or her family members are insureds while occupying, or while a pedestrian when being struck by, any auto you don't own except:

Any auto owned by that individual or by any family member.

D. CHANGES IN PHYSICAL DAMAGE INSURANCE

Any private passenger type auto you don't own, hire or borrow is a covered auto while in the care, custody or control of any individual named in the Declarations for this endorsement or his or her spouse while resident of the same household except:

- Any auto owned by that individual or by any member of his or her household.
- Any auto used by that individual or his or her spouse while working in a business of selling, servicing, repairing or parking autos.

This Form must be attached to Change Endorsement when issued after the Policy is written.

ONE OF THE FIREMAN'S FUND INSURANCE COMPANIES AS NAMED IN THE POLICY

103CL

PRESIDENT

STOCK NO. CA 99 10 12 80

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INSURED	POLICY NUMBER 2-49 MXC 550 46 56
PRODUCER	EFFECTIVE DATE

IT IS UNDERSTOOD AND AGREED THAT THE PREMIUM FOR THE COMPREHENSIVE GENERAL LIABILITY AND BUSINESS AUTO PORTION OF THIS POLICY FOR THE PERIOD OF 1-1-85 TO 1-1-86 SHALL BE DETERMINED BY APPLICATION OF THE FOLLOWING COMPOSITE RATE PER \$1,000. OF GROSS RECEIPTS AS DEFINED IN THE MANUAL OF LIABILITY INSURANCE.

ESTIMATED RECEIPTS \$15,000,000.  
TOTAL DEPOSIT \$57,525.

		PREMIUMS	CODES
COMPOSITE RATE: LIABILITY	OBI: .987	14,805.	324-70050
	OPD: .594	8,910.	4592.
AUTO LIABILITY	ABI & APD: 1.755	26,325.	4592.
	PHYSICAL DAMAGE: .499	7,485.	
		\$3,835	
		\$57,525.	

IT IS AGREED THE MINIMUM PREMIUM FOR THE COMPOSITE RATED PORTIONS OF THIS POLICY SHALL BE:

ANNUAL MINIMUM PREMIUM: \$43,144.

ONE OF THE FIREMAN'S FUND INSURANCE COMPANIES AS NAMED IN THE POLICY.	<i>John J. Heneghan</i> PRESIDENT	COUNTERSIGNATURE OF AUTHORIZED AGENT
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180001-1-85

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## SAMPLE

### Mexico Endorsement- 101609 11 82

Policy Amendment Commercial Business Auto Coverage Form - Garage Coverage Form  
Truckers' Coverage Form

This policy is extended to apply while any covered auto is being operated in the Republic of Mexico for a period not exceeding ten days at any one time. It is agreed that such insurance as is provided by this policy only by reason of the terms of this paragraph shall be excess insurance over any other valid and collectible insurance available to you.

#### Warning

Unless you have automobile insurance written by a

Mexican insurance company, you may spend many hours or days in jail, if you have an accident in Mexico. Insurance coverage should be secured from a company licensed under the laws of Mexico to write such insurance in order to avoid complications and some other penalties possible under the laws of Mexico, including the possible impoundment of your auto.

This Form must be attached to Change Endorsement when issued after the policy is written.  
One of the Fireman's Fund Insurance Companies as named in the policy

\_\_\_\_\_  
President

101609 11-82R

## SAMPLE

# COMMERCIAL COVERAGE

BUSINESS AUTO POLICY  
GARAGE POLICY  
TRUCKERS' POLICY

CHANGE OF AUTO ENDORSEMENT

## FIREMAN'S FUND INSURANCE COMPANIES

MAILING ADDRESS: SAN FRANCISCO CALIFORNIA

COVERAGE IS PROVIDED IN THE FOLLOWING COMPANY:  
A STOCK COMPANY:

01 FIREMAN'S FUND

POLICY NUMBER 2-49 MXC 550 46 56

GROUP NUMBER:  
ENDORSEMENT EFFECTIVE DATE: 2-1-85  
SEQUENTIAL ENDORSEMENT NO. 001

NAMED INSURED: ANGELES CHEMICAL CO., INC., ETAL

IN THE AUTO DECLARATIONS, THE SCHEDULE OF COVERED AUTOS YOU OWN IS AMENDED AS FOLLOWS:  
THE FOLLOWING AUTOS ARE HEREBY ADDED, LIMITS OF LIABILITY STATED ON PAGE ONE OF THE AUTO DECLARATIONS AND IN ANY ENDORSEMENT FORMING A PART OF THE AUTO POLICY APPLIES TO THE COVERAGES INDICATED BY "X", STATED AMOUNT LIMITS APPLY ONLY WHERE STATED BELOW.

AUTO MODEL NO. YEAR	TRADE NAME, MODEL, BODY TYPE, SIZE TYPE, ID NUMBER, GARAGE LOCATION	BODILY INJURY PROPERTY DAMAGE	MEDICAL PAYMENTS	PERSONAL INJURY PROTECTION	MISC. AUTO COVERAGE	UNINSURED MOTORISTS	UNDERINSURED MOTORISTS	COMPREHENSIVE		SPECIFIED PERILS		COLLISION ACV LESS DEDUCTIBLE \$	COMBINED PHYSICAL DAMAGE		TOWING
								ACV OR \$	LESS DEDUCTIBLE \$	ACV OR \$	LESS DEDUCTIBLE \$		ACV OR \$	LESS DEDUCTIBLE \$	
42 83	INTERNATIONAL TRACTOR MODEL CO - 1850B	X						ACV	500.			500.			

THE FOLLOWING AUTOS ARE HEREBY DELETED FOR ALL COVERAGES AND LIMITS OF LIABILITY:

AUTOS DELETED:		BODILY INJURY PROPERTY DAMAGE	MEDICAL PAYMENTS	PERSONAL INJURY PROTECTION	MISC. AUTO COVERAGE	UNINSURED MOTORISTS	UNDERINSURED MOTORISTS	COMPREHENSIVE	SPECIFIED PERILS	COLLISION ACV LESS DEDUCTIBLE \$	COMBINED PHYSICAL DAMAGE	TOWING

AUTO NO. LOSS PAYEE: EXCEPT FOR TOWING ALL PHYSICAL DAMAGE (LOSS) IS PAYABLE TO YOU AND THE LOSS PAYEE NAMED BELOW AS INTERESTS MAY APPEAR AT THE TIME OF LOSS

☐ OTHER CHANGES

ADDITIONAL PREMIUM RETURN PREMIUM PAYABLE ON EFFECTIVE DATE OF ENDORSEMENT PAYABLE AT AUDIT  
\$ INCLUDED IN COMPOSITE RATE \$

COUNTERSIGNATURE OF AUTHORIZED AGENT

DATE

4-1-85 KMK

AGENCY

MAX BEHM & ASSOC. INC.

P/R FACTOR TERRITORY GARAGE LOCATION CLASS CODE IIN COST NEW/SYMBOL AGF GROUP	AUTO #	AUTO #	COVERAGE	PREMIUMS AUTO #			PREMIUMS AUTO #		
				ANNUAL	ADDITIONAL	RETURN	ANNUAL	ADDITIONAL	RETURN
	005		COMBINED BI AND PD	\$	\$	\$		\$	\$
	04		MED						
	36499		UM						
			PIP						
	36400		MNF						
	3		COMP						
			SPECIFIED PERILS						
			COLL						
			TOWING						
			SUBTOTAL						

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FFIC\_EPA\_0000254



# COMMERCIAL COVERAGE

CHANGE ENDORSEMENT

BASIC  
COVERAGE:  
TITLE:

GENERAL LIABILITY

ADDITIONAL INSURED  
(VENDORS-BROAD FORM)

FORM  
NO.

105237 07 79 REV.

IF THE FOLLOWING INFORMATION IS NOT COMPLETE, REFER TO THE APPROPRIATE DECLARATIONS ATTACHED TO THE POLICY.

INSURED ANGELES CHEMICAL CO., INC., ETAL	POLICY NUMBER 2-49 MXC 550 46 56	SEQUENTIAL NO. 002
PRODUCER MAX BEHN & ASSOCIATES, INC.	EFFECTIVE DATE 2-15-85	

## DECLARATIONS

THE PREMIUM FOR THIS POLICY AMENDMENT IS INCLUDED IN THE PREMIUM SHOWN ON THE GENERAL DECLARATIONS UNLESS A SPECIFIC AMOUNT IS SHOWN HERE:

☒ ADDITIONAL PREMIUM \$ INCLUDED IN COMPOSITE ☐ RETURN PREMIUM \$  
RATE

ADDING ABOVE FORM PER ATTACHED.

AMENDMENT

4-1-85 KNK

ONE OF THE  
FIREMAN'S FUND INSURANCE COMPANIES  
AS NAMED IN THE POLICY

*William A. McLaughlin*  
PRESIDENT 10XCL

COUNTERSIGNATURE OF AUTHORIZED AGENT

STOCK NO. 140519-11-82

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FFIC\_EPA\_0000255

**COMMERCIAL AUTOMOBILE  
COVERAGE**

**POLICY AMENDMENT**

**GENERAL LIABILITY**

**Additional Insured (Vendors—Broad Form)**

**105237—07-79 REV.**

IF THE FOLLOWING INFORMATION IS NOT COMPLETE, REFER TO THE APPROPRIATE DECLARATIONS ATTACHED TO THE POLICY.

INSURED	POLICY NUMBER 2-49 MXC 550 46 56	SEQUENTIAL NO.
PRODUCER	EFFECTIVE DATE	

**DECLARATIONS**

**DESIGNATED VENDOR**

STANDARD BRANDS PAINT CO.  
4300 W. 190TH STREET  
TORRANCE, CA. 90509  
ATTN: MR. TIM DUNDAS

THIS ENDORSEMENT MODIFIES SUCH INSURANCE AS IS AFFORDED BY THE PROVISIONS OF THE POLICY RELATING TO THE FOLLOWING:  
**COMPREHENSIVE GENERAL LIABILITY INSURANCE—COMPLETED OPERATIONS AND PRODUCTS LIABILITY INSURANCE**

It is agreed that the "Persons Insured" provision is amended to include as an **insured** the person or organization designated in the Declarations as vendor subject to the following provisions:

a. The insurance applies only to the distribution or sale by the vendor of the **named insured's** products and then only to any liability arising out of the **named insured's** negligence or any defect or condition in such product existing when such product was relinquished by the **named insured** to the vendor.

b. The insurance with respect to the vendor does not apply to any liability arising out of:

(1) Any express warranty unauthorized by the **named insured**;

(2) Any repacking of the product unless solely for the purpose of inspection, demonstration, testing or the substituti-

tion of parts under instructions from the **named insured** and then repacked in the original container;

(3) Any product which after distribution or sale by the **named insured** has been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor;

(4) Any failure to maintain the produce in merchantable condition;

(5) Any physical or chemical change in the form of the product made intentionally by the vendor.

c. The insurance does not apply to any person or organization as insured from whom the **named insured** has acquired such product or any ingredient, part or container, entering into, accompanying or containing such product.

This Form must be attached to Change Endorsement when issued after the Policy is written.

**CORRESPONDS TO ENDT. #002**

**ONE OF THE FIREMAN'S FUND INSURANCE COMPANIES AS NAMED IN THE POLICY**

FXCL

*Myron A. Gann*  
PRESIDENT

STOCK NO. 105237—07-79 REV.

**BRANCH COPY**

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**COMMERCIAL AUTOMOBILE  
COVERAGE**

**POLICY AMENDMENT**

**GENERAL LIABILITY**

**Additional Insured (Vendors—Broad Form)**

**105237—07-79 REV.**

**IF THE FOLLOWING INFORMATION IS NOT COMPLETE, REFER TO THE APPROPRIATE DECLARATIONS ATTACHED TO THE POLICY.**

INSURED	POLICY NUMBER 2-49 MXC 550 46 56	SEQUENTIAL NO.
PRODUCER	EFFECTIVE DATE	

**DECLARATIONS**

**DESIGNATED VENDOR**

**PACKAGING CORPORATION OF AMERICA  
4633 DOWNEY ROAD  
LOS ANGELES, CA. 90058  
ATTN: MR. DALE MC MILLAN**

**THIS ENDORSEMENT MODIFIES SUCH INSURANCE AS IS AFFORDED BY THE PROVISIONS OF THE POLICY RELATING TO THE FOLLOWING:  
COMPREHENSIVE GENERAL LIABILITY INSURANCE—COMPLETED OPERATIONS AND PRODUCTS LIABILITY INSURANCE**

It is agreed that the "Persons Insured" provision is amended to include as an **insured** the person or organization designated in the Declarations as vendor subject to the following provisions:

a. The insurance applies only to the distribution or sale by the vendor of the **named insured's** products and then only to any liability arising out of the **named insured's** negligence or any defect or condition in such product existing when such product was relinquished by the **named insured** to the vendor.

b. The insurance with respect to the vendor does not apply to any liability arising out of:

(1) Any express warranty unauthorized by the **named insured**;

(2) Any repacking of the product unless solely for the purpose of inspection, demonstration, testing or the substitution

of parts under instructions from the **named insured** and then repacked in the original container;

(3) Any product which after distribution or sale by the **named insured** has been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor;

(4) Any failure to maintain the produce in merchantable condition;

(5) Any physical or chemical change in the form of the product made intentionally by the vendor.

c. The insurance does not apply to any person or organization as insured from whom the **named insured** has acquired such product or any ingredient, part or container, entering into, accompanying or containing such product.

**This Form must be attached to Change Endorsement when issued after the Policy is written.**

**CORRESPONDS TO ENDT. #002**

**ONE OF THE FIREMAN'S FUND INSURANCE COMPANIES AS NAMED IN THE POLICY**

**ORCL**

**PRESIDENT**

**STOCK NO. 105237—07-79 REV.**

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**FFIC\_EPA\_0000257**



# COMMERCIAL COVERAGE

BUSINESS AUTO POLICY  
GARAGE POLICY  
TRUCKERS' POLICY

CHANGE OF AUTO ENDORSEMENT

## FIREMAN'S FUND INSURANCE COMPANIES

MAILING ADDRESS: SAN FRANCISCO CALIFORNIA  
COVERAGE IS PROVIDED IN THE FOLLOWING COMPANY:  
A STOCK COMPANY:

01 FIREMAN'S FUND

POLICY NUMBER 2 49 MXC 550 46 56

NAMED INSURED: ANGELES CHEMICAL CO., INC. &  
STALLION TANK LINES, INC.

GROUP NUMBER:  
ENDORSEMENT EFFECTIVE DATE: 1-1-85  
SEQUENTIAL ENDORSEMENT NO. 3

PAGE 1 OF 2

IN THE AUTO DECLARATIONS, THE SCHEDULE OF COVERED AUTOS YOU OWN IS AMENDED AS FOLLOWS:  
THE FOLLOWING AUTOS ARE HEREBY ADDED, LIMITS OF LIABILITY STATED ON PAGE ONE OF THE AUTO DECLARATIONS AND IN ANY ENDORSEMENT FORMING A PART OF THE AUTO POLICY APPLIES TO THE COVERAGES INDICATED BY "X". STATED AMOUNT LIMITS APPLY ONLY WHERE STATED BELOW.

AUTO NO.	MODEL YEAR	TRADE NAME, MODEL, BODY TYPE, SIZE TYPE, ID NUMBER, GARAGE LOCATION	BODILY PROPERTY DAMAGE	MEDICAL PAYMENTS	PERSONAL AUTOMOBILE PROTECTION	NO FAULT COVERAGE	UNINSURED MOTORISTS	UNDER WRITTEN MOTORISTS	COMPREHENSIVE		SPECIFIED PERILS		COLLISION ACV LESS DEDUCTIBLE	COMBINED PHYSICAL DAMAGE		TOWING
									ACV OR \$	LOSS DEDUCTIBLE \$	ACV OR \$	LOSS DEDUCTIBLE \$		ACV OR \$	LOSS DEDUCTIBLE \$	
24	81	FIRD CL900 TRACTOR #5478	X						ACV	500			500			
32	83	BUIK REGAL #7592	X	X			X		ACV	100			250			

THE FOLLOWING AUTOS ARE HEREBY DELETED FOR ALL COVERAGES AND LIMITS OF LIABILITY:

AUTOS DELETED:																

AUTO NO. LOSS PAYEE: EXCEPT FOR TOWING ALL PHYSICAL DAMAGE (LOSS) IS PAYABLE TO YOU AND THE LOSS PAYEE NAMED BELOW AS INTERESTS MAY APPEAR AT THE TIME OF LOSS

--	--

☒ OTHER CHANGES AMEND VEHICLES PER ABOVE.

ADDITIONAL PREMIUM	RETURN PREMIUM	PAYABLE ON EFFECTIVE DATE OF ENDORSEMENT	PAYABLE AT AUDIT
\$ INCLUDED IN COMPOSITE RATE		\$	<input type="checkbox"/>

COUNTERSIGNATURE OF AUTHORIZED AGENT DATE 5-29-85 KH

AGENCY MAX BEHM & ASSOCIATES

	AUTO #	AUTO #	COVERAGE	PREMIUMS AUTO #			PREMIUMS AUTO #		
				ANNUAL	ADDITIONAL	RETURN	ANNUAL	ADDITIONAL	RETURN
PIR FACTOR			COMBINED BI AND PD	\$	\$	\$	\$	\$	\$
TERRITORY			MED						
GARAGE LOCATION			UM						
CLASS CODE			PIP						
MIN			MNF						
COST NEW/SYMBOL			COMP						
AGE GROUP			SPECIFIED PERILS						
			COLL						
			TOWING						
			SUBTOTAL						

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# COMMERCIAL COVERAGE

BUSINESS AUTO POLICY  
GARAGE POLICY  
TRUCKERS' POLICY

CHANGE OF AUTO ENDORSEMENT

## FIREMAN'S FUND INSURANCE COMPANIES

MAILING ADDRESS: SAN FRANCISCO CALIFORNIA  
COVERAGE IS PROVIDED IN THE FOLLOWING COMPANY:  
A STOCK COMPANY

01 FIREMAN'S FUND

POLICY NUMBER 2 49 MXC 550 46 56

NAMED INSURED: ANGELES CHEMICAL CO., INC. &  
STALLION TANK LINES, INC.

GROUP NUMBER:

ENDORSEMENT EFFECTIVE DATE: 1-1-85

SEQUENTIAL ENDORSEMENT NO. 3 PAGE 2 OF 2

IN THE AUTO DECLARATIONS, THE SCHEDULE OF COVERED AUTOS YOU OWN IS AMENDED AS FOLLOWS:  
THE FOLLOWING AUTOS ARE HEREBY ADDED, LIMITS OF LIABILITY STATED ON PAGE ONE OF THE AUTO DECLARATIONS AND IN ANY ENDORSEMENT  
FORMING A PART OF THE AUTO POLICY APPLIES TO THE COVERAGES INDICATED BY "X". STATED AMOUNT LIMITS APPLY ONLY WHERE STATED BELOW.

AUTO NO.	MODEL YEAR	TRADE NAME, MODEL, BODY TYPE, SIZE TYPE, ID NUMBER, GARAGE LOCATION	BODILY PROPERTY DAMAGE	MEDICAL PAYMENTS	PERSONAL AUTOMOBILE PROTECTION	MISCELLANEOUS COVERAGES	MINISUBS MOTORISTS	UNINSURED MOTORISTS	COMPREHENSIVE		SPECIFIED PERILS		COLLISION ACV LESS DEDUCTIBLE	COMBINED PHYSICAL DAMAGE		TOWING
									ACV OR \$	LESS DEDUCTIBLE \$	ACV OR \$	LESS DEDUCTIBLE \$		ACV OR \$	LESS DEDUCTIBLE \$	
35	84	OLDS CUTLASS #6973	X	X			X		ACV	100			250			

THE FOLLOWING AUTOS ARE HEREBY DELETED FOR ALL COVERAGES AND LIMITS OF LIABILITY:

AUTOS DELETED:																
38	79	CLARK FORKLIFT #2850														

AUTO NO. LOSS PAYEE: EXCEPT FOR TOWING ALL PHYSICAL DAMAGE (LOSS) IS PAYABLE TO YOU AND THE LOSS PAYEE NAMED BELOW AS INTERESTS MAY APPEAR AT THE TIME OF LOSS

☐ OTHER CHANGES

ADDITIONAL PREMIUM	RETURN PREMIUM	PAYABLE ON EFFECTIVE DATE OF ENDORSEMENT	PAYABLE AT AUDIT
\$	SEE PAGE 1	\$	<input type="checkbox"/>

COUNTERSIGNATURE OF AUTHORIZED AGENT

DATE

5-29-85 KW

AGENCY

MAX BEHM & ASSOCIATES-

	AUTO #	AUTO #	COVERAGE	PREMIUMS AUTO #			PREMIUMS AUTO #		
				ANNUAL	ADDITIONAL	RETURN	ANNUAL	ADDITIONAL	RETURN
P/R FACTOR			COMBINED BI AND PD	\$	\$	\$	\$	\$	\$
TERRITORY			MED						
GARAGE LOCATION			UM						
CLASS CODE			PIP						
INN			MNF						
COST NEW/SYMBOL			COMP						
AGE GROUP			SPECIFIED PERILS						
			COLL						
			TOWING						
			SUBTOTAL						

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# COMMERCIAL COVERAGE

BUSINESS AUTO POLICY  
GARAGE POLICY  
TRUCKERS' POLICY

CHANGE OF AUTO ENDORSEMENT

## FIREMAN'S FUND INSURANCE COMPANIES

MAILING ADDRESS: SAN FRANCISCO CALIFORNIA  
COVERAGE IS PROVIDED IN THE FOLLOWING COMPANY,  
A STOCK COMPANY:

01 FIREMAN'S FUND

POLICY NUMBER 2 49 MXC 550 46 56

NAMED INSURED: ANGELES CHEMICAL CO., INC. &  
STALLION TANK LINES, INC

GROUP NUMBER:  
ENDORSEMENT EFFECTIVE DATE: 4-12-85  
SEQUENTIAL ENDORSEMENT NO. 4

IN THE AUTO DECLARATIONS, THE SCHEDULE OF COVERED AUTOS YOU OWN IS AMENDED AS FOLLOWS:  
THE FOLLOWING AUTOS ARE HEREBY ADDED, LIMITS OF LIABILITY STATED ON PAGE ONE OF THE AUTO DECLARATIONS AND IN ANY ENDORSEMENT  
FORMING A PART OF THE AUTO POLICY APPLIES TO THE COVERAGES INDICATED BY "X", STATED AMOUNT LIMITS APPLY ONLY WHERE STATED BELOW.

AUTO NO.	MODEL YEAR	TRADE NAME, MODEL, BODY TYPE, SIZE TYPE, ID NUMBER, GARAGE LOCATION	BODILY INJURY PROPERTY DAMAGE	MEDICAL PAYMENTS	PERSONAL INJURY PROTECTION	MISCELLANEOUS COVERAGE	UNINSURED MOTORISTS	UNDERINSURED MOTORISTS	COMPREHENSIVE		SPECIFIED PERILS		COLLISION ACV LESS DEDUCTIBLE \$	COMBINED PHYSICAL DAMAGE		TOWING
									ACV OR \$	LESS DEDUCTIBLE \$	ACV OR \$	LESS DEDUCTIBLE \$		ACV OR \$	LESS DEDUCTIBLE \$	
43	85	CHRYSLER NEW YORKER #8104	X	X			X		ACV	100			250			

THE FOLLOWING AUTOS ARE HEREBY DELETED FOR ALL COVERAGES AND LIMITS OF LIABILITY:

AUTOS DELETED:			BODILY INJURY PROPERTY DAMAGE	MEDICAL PAYMENTS	PERSONAL INJURY PROTECTION	MISCELLANEOUS COVERAGE	UNINSURED MOTORISTS	UNDERINSURED MOTORISTS	COMPREHENSIVE	SPECIFIED PERILS	COLLISION ACV LESS DEDUCTIBLE \$	COMBINED PHYSICAL DAMAGE	TOWING

AUTO NO. LOSS PAYEE: EXCEPT FOR TOWING ALL PHYSICAL DAMAGE (LOSS) IS PAYABLE TO YOU AND THE LOSS PAYEE NAMED BELOW AS INTERESTS MAY APPEAR AT THE TIME OF LOSS

43 G.M.A.C.  
P.O. BOX 5000, WESTMINSTER, CA 92683

☒ OTHER CHANGES ADDING ADDITIONAL INSURED PER FORM CA200112-80 ATTACHED.

ADDITIONAL PREMIUM \$ INCLUDED IN COMPOSITE RATE	RETURN PREMIUM \$	PAYABLE ON EFFECTIVE DATE OF ENDORSEMENT \$	PAYABLE AT AUDIT <input type="checkbox"/>
--------------------------------------------------	-------------------	---------------------------------------------	-------------------------------------------

COUNTERSIGNATURE OF AUTHORIZED AGENT \_\_\_\_\_ DATE 5-29-85 KH  
AGENCY MAX BEHM & ASSOCIATES

	AUTO # 43	AUTO #	COVERAGE	PREMIUMS AUTO #			PREMIUMS AUTO #		
				ANNUAL	ADDITIONAL	RETURN	ANNUAL	ADDITIONAL	RETURN
P/R FACTOR	-		COMBINED BI AND PD	\$	\$	\$	\$	\$	\$
TERRITORY	005		MRD						
GARAGE LOCATION	04		UM						
CLASS CODE	199830		PIP						
IIIN	-		MNF						
COST NEW/SYMBOL	16,000		COMP						
AGE GROUP	1		SPECIFIED PERILS						
			COLL						
			TOWING						
			SUBTOTAL						

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**ADDITIONAL INSURED — LESSOR**  
(CA 20 01 12 80)

INSURED <b>ANGELES CHEMICAL CO., INC. &amp; STALLION TANK LINES, INC.</b> PRODUCER <b>MAX BEHM &amp; ASSOCIATES</b>	POLICY NUMBER <b>2 49 MSC 5504656</b> EFFECTIVE DATE <b>4-12-85</b>
------------------------------------------------------------------------------------------------------------------------------	------------------------------------------------------------------------------

INSURANCE COMPANY <b>FIREMAN'S FUND</b>	POLICY NUMBER <b>2 49 MSC 5504656</b>
EFFECTIVE DATE <b>1-1-85</b>	EXPIRATION DATE <b>1-1-87</b>

**NAMED INSURED AND ADDRESS**

✓

**ADDITIONAL INSURED (LESSOR)**

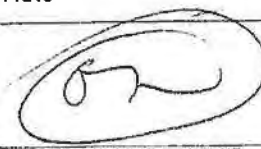
**DICK BROWNING LEASING**  
**18803 STUALBAKER ROAD**  
**CERRITOS, CA 90701**

**DESIGNATION OR DESCRIPTION OF LEASED AUTOS**

**#43**  
**1985 CHRYSLER NEW YORKER #8104**

This endorsement provides only those coverages for which an entry is shown by "X" in the applicable box.

COVERAGES		LIMITS OF LIABILITY	
LIABILITY		EACH PERSON	EACH ACCIDENT
<input checked="" type="checkbox"/> COMBINED BODILY INJURY AND PROPERTY DAMAGE LIABILITY		XXXXXXXX	\$ 500,000
<input type="checkbox"/> BODILY INJURY LIABILITY		\$	\$
<input type="checkbox"/> PROPERTY DAMAGE LIABILITY		XXXXXXXX	\$
<input type="checkbox"/> PERSONAL INJURY PROTECTION (OR EQUIVALENT NO-FAULT COVERAGE)		\$	
<input type="checkbox"/> COMBINED PHYSICAL DAMAGE	ACTUAL CASH VALUE OR COST OF REPAIR WHICHEVER IS LESS; MINUS: \$ For Each Covered Auto		
<input checked="" type="checkbox"/> COMPREHENSIVE	ACTUAL CASH VALUE OR COST OF REPAIR WHICHEVER IS LESS; MINUS: \$ 100 For Each Covered Auto		
<input checked="" type="checkbox"/> COLLISION	ACTUAL CASH VALUE OR COST OF REPAIR WHICHEVER IS LESS; MINUS: \$ 250 For Each Covered Auto		
<input type="checkbox"/> SPECIFIED PERILS	ACTUAL CASH VALUE OR COST OF REPAIR WHICHEVER IS LESS; MINUS: \$ For Each Covered Auto		

5-29-85 KW ONE OF THE <b>FIREMAN'S FUND INSURANCE COMPANIES</b> AS NAMED IN THE POLICY	<b>CORRESPONDS TO EMDT. #4</b> <i>John J. McLaughlin</i> PRESIDENT 10-A	 COUNTERSIGNATURE OF AUTHORIZED AGENT
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Page 1 of 2

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**A. PHRASE WITH SPECIAL MEANING**

In addition to the WORDS AND PHRASES WITH SPECIAL MEANING in the policy, the following phrase has special meaning in this endorsement:

**"Leased auto"** means an auto leased to you for one year or more, including any substitute, replacement or extra auto needed to meet seasonal or other needs, under a leasing agreement which requires you to provide direct primary insurance for the lessor.

- B.** Any leased auto designated or described in this endorsement will be considered a covered auto you own and not a covered auto you hire or borrow. For a covered auto which is a leased auto WHO IS INSURED is changed to include as an insured the lessor named in this endorsement. However, the lessor is an insured only for bodily injury or property damage resulting from the acts or omissions of:

1. You
2. Any of your employees or agents.
3. Any person, except the lessor or any employee or agent of the lessor, operating a leased auto with the permission of any of the above.

**C. LOSS PAYABLE CLAUSE**

1. We will pay you and the lessor named in this endorsement for loss to a leased auto, as interest may appear.
2. The insurance covers the interest of the lessor unless the loss results from fraudulent acts or omissions on your part.
3. If we make any payment to the lessor, we will obtain his rights against any other party.

**D. CANCELLATION**

1. If we cancel the policy, we will mail notice to the lessor in accordance with CANCELLING THIS POLICY DURING THE POLICY PERIOD.
2. If you cancel the policy, we will mail notice to the lessor.
3. Cancellation ends this agreement.

- E.** The lessor is not liable for payment of your premiums.

# COMMERCIAL COVERAGE

BUSINESS AUTO POLICY  
GARAGE POLICY  
TRUCKERS' POLICY

CHANGE OF AUTO ENDORSEMENT

## FIREMAN'S FUND INSURANCE COMPANIES

MAILING ADDRESS: SAN FRANCISCO CALIFORNIA  
COVERAGE IS PROVIDED IN THE FOLLOWING COMPANY  
A STOCK COMPANY:

01 FIREMAN'S FUND

POLICY NUMBER 249 MXC 550 46 50

GROUP NUMBER:  
ENDORSEMENT EFFECTIVE DATE: 1-1-85

NAMED INSURED: ANGELES CHEMICAL CO., INC.

SEQUENTIAL ENDORSEMENT NO. 5

IN THE AUTO DECLARATIONS, THE SCHEDULE OF COVERED AUTOS YOU OWN IS AMENDED AS FOLLOWS:  
THE FOLLOWING AUTOS ARE HEREBY ADDED. LIMITS OF LIABILITY STATED ON PAGE ONE OF THE AUTO DECLARATIONS AND IN ANY ENDORSEMENT FORMING A PART OF THE AUTO POLICY APPLIES TO THE COVERAGES INDICATED BY "X", STATED AMOUNT LIMITS APPLY ONLY WHERE STATED BELOW.

AUTO NO.	MODEL YEAR	TRADE NAME, MODEL, BODY TYPE, SIZE TYPE, ID NUMBER, GARAGE LOCATION	BODILY INJURY PROPERTY DAMAGE	MEDICAL PAYMENTS	PERSONAL INJURY PROTECTION	MISCELLANEOUS COVERAGE	UNINSURED MOTORISTS	UNDER INSURED MOTORISTS	COMPREHENSIVE		SPECIFIED PERILS		COLLISION ACV LESS DEDUCTIBLE	COMBINED PHYSICAL DAMAGE		TOWING
									ACV OR \$	LESS DEDUCTIBLE \$	ACV OR \$	LESS DEDUCTIBLE \$		ACV OR \$	LESS DEDUCTIBLE \$	

THE FOLLOWING AUTOS ARE HEREBY DELETED FOR ALL COVERAGES AND LIMITS OF LIABILITY:

AUTOS DELETED:																

AUTO NO. LOSS PAYEE: EXCEPT FOR TOWING ALL PHYSICAL DAMAGE (LOSS) IS PAYABLE TO YOU AND THE LOSS PAYEE NAMED BELOW AS INTERESTS MAY APPEAR AT THE TIME OF LOSS

--	--

☒ OTHER CHANGES AMEND DESCRIPTION OF VEHICLE #15 TO READ: 1955 FRUEHAUF TRAILER

ADDITIONAL PREMIUM	RETURN PREMIUM	PAYABLE ON EFFECTIVE DATE OF ENDORSEMENT	PAYABLE AT AUDIT
\$	\$ NO CHANGE	\$	<input type="checkbox"/>

COUNTERSIGNATURE OF AUTHORIZED AGENT		DATE
MAX BEHM & ASSOCIATES		7-12-85 SH
AGENCY		

	AUTO #	AUTO #	COVERAGE	PREMIUMS AUTO #			PREMIUMS AUTO #		
				ANNUAL	ADDITIONAL	RETURN	ANNUAL	ADDITIONAL	RETURN
R/R FACTOR			COMBINED BI AND PD	\$	\$	\$	\$	\$	\$
TERRITORY			MEU						
GARAGE LOCATION			UM						
CLASS CODE			PIP						
IRN			MNF						
COST NEW/SYMBOL			COMP						
AGE GROUP			SPECIFIED PERILS						
			COLL						
			TOWING						
			SUBTOTAL						

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# COMMERCIAL COVERAGE

BUSINESS AUTO POLICY  
GARAGE POLICY  
TRUCKERS' POLICY

CHANGE OF AUTO ENDORSEMENT

## FIREMAN'S FUND INSURANCE COMPANIES

MAILING ADDRESS: SAN FRANCISCO CALIFORNIA  
COVERAGE IS PROVIDED IN THE FOLLOWING COMPANY:  
A STOCK COMPANY:

01 FIREMAN'S FUND

POLICY NUMBER 2 49 MXC 550 46 56

GROUP NUMBER:  
ENDORSEMENT  
EFFECTIVE DATE: 7-11-85  
SEQUENTIAL  
ENDORSEMENT NO. 6

NAMED INSURED: ANGELES CHEMICAL CO. INC &  
STALLION TANK LINES, INC

IN THE AUTO DECLARATIONS, THE SCHEDULE OF COVERED AUTOS YOU OWN IS AMENDED AS FOLLOWS:  
THE FOLLOWING AUTOS ARE HEREBY ADDED, LIMITS OF LIABILITY STATED ON PAGE ONE OF THE AUTO DECLARATIONS AND IN ANY ENDORSEMENT  
FORMING A PART OF THE AUTO POLICY APPLIES TO THE COVERAGES INDICATED BY "X", STATED AMOUNT LIMITS APPLY ONLY WHERE STATED BELOW.

AUTO NO.	MODEL YEAR	TRADE NAME, MODEL, BODY TYPE, SIZE TYPE, ID NUMBER, GARAGE LOCATION	BODILY INJURY PROPERTY DAMAGE	MEDICAL PAYMENTS	PERSONAL INJURY PROTECTION	MISCELLANEOUS COVERAGE	UNINSURED MOTORISTS	COMPREHENSIVE	SPECIFIED PERILS	COLLISION ACV LESS DEDUCTIBLE	COMBINED PHYSICAL DAMAGE	TOWING
								ACV OR \$	LESS DEDUCTIBLE \$	ACV OR \$	LESS DEDUCTIBLE \$	
44	85	OLDS CIERA SEDAN #2493	X	X			X	ACV	100		250	

THE FOLLOWING AUTOS ARE HEREBY DELETED FOR ALL COVERAGES AND LIMITS OF LIABILITY:

AUTO NO.	MODEL YEAR	TRADE NAME, MODEL, BODY TYPE, SIZE TYPE, ID NUMBER, GARAGE LOCATION	BODILY INJURY PROPERTY DAMAGE	MEDICAL PAYMENTS	PERSONAL INJURY PROTECTION	MISCELLANEOUS COVERAGE	UNINSURED MOTORISTS	COMPREHENSIVE	SPECIFIED PERILS	COLLISION ACV LESS DEDUCTIBLE	COMBINED PHYSICAL DAMAGE	TOWING
32	83	BUICK REGAL #7592										

LOSS PAYEE: EXCEPT FOR TOWING ALL PHYSICAL DAMAGE (LOSS) IS PAYABLE TO YOU AND THE LOSS PAYEE NAMED BELOW AS INTERESTS MAY APPEAR AT THE TIME OF LOSS

44 GMAC, P.O. BOX 5000 WESTMINSTER, CA 92684

☒ OTHER CHANGES ADDING ADDITIONAL INSURED PER FORM CA 2001 12 80 ATTACHED.

ADDITIONAL PREMIUM	RETURN PREMIUM	PAYABLE ON EFFECTIVE DATE OF ENDORSEMENT	PAYABLE AT AUDIT
\$ INCL. IN COMPOSITE RATE		\$	<input type="checkbox"/>

COUNTERSIGNATURE OF AUTHORIZED AGENT

DATE 8-16-85 SH

AGENCY MAX BEHM AND ASSOC

P/R FACTOR	TERRITORY	GARAGE LOCATION	CLASS CODE	IIN	COST NEW/SYMBOL	AGE GROUP	COVERAGE	PREMIUMS AUTO #			PREMIUMS AUTO #		
								ANNUAL	ADDITIONAL	RETURN	ANNUAL	ADDITIONAL	RETURN
							COMBINED BI AND PD	\$	\$	\$	\$	\$	\$
							MED						
							UM						
							PIP						
							MNF						
							COMP						
							SPECIFIED PERILS						
							COLL						
							TOWING						
							SUBTOTAL						

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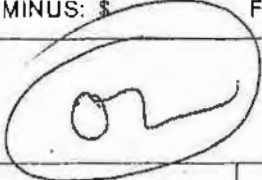
**ADDITIONAL INSURED — LESSOR**  
(CA 20 01 12 80)

INSURED <b>ANGELES CHEMICAL CO., INC</b>	POLICY NUMBER <b>2 49 MXC 550 46 56</b>
PRODUCER	EFFECTIVE DATE

INSURANCE COMPANY <b>FIREMAN'S FUND</b>		POLICY NUMBER <b>2 49 MXC 550 46 56</b>
EFFECTIVE DATE <b>1-1-85</b>	EXPIRATION DATE <b>1-1-86</b>	
NAMED INSURED AND ADDRESS <b>DICK BROWNING LEASING 18803 STUDEBAKER RD CERRITOS, CA 90701</b>		
ADDITIONAL INSURED (LESSOR) <b>AUTO #0044 1985 OLDS CIERA SEDAN #2493</b>		
DESIGNATION OR DESCRIPTION OF LEASED AUTOS		

This endorsement provides only those coverages for which an entry is shown by "X" in the applicable box.

COVERAGES	LIMITS OF LIABILITY	
	EACH PERSON	EACH ACCIDENT
<input checked="" type="checkbox"/> COMBINED BODILY INJURY AND PROPERTY DAMAGE LIABILITY	XXXXXXXX	\$ 500,000
<input type="checkbox"/> BODILY INJURY LIABILITY	\$	\$
<input type="checkbox"/> PROPERTY DAMAGE LIABILITY	XXXXXXXX	\$
<input type="checkbox"/> PERSONAL INJURY PROTECTION (OR EQUIVALENT NO-FAULT COVERAGE)	\$	\$
<input type="checkbox"/> COMBINED PHYSICAL DAMAGE	ACTUAL CASH VALUE OR COST OF REPAIR WHICHEVER IS LESS; MINUS: \$ For Each Covered Auto	
<input checked="" type="checkbox"/> COMPREHENSIVE	ACTUAL CASH VALUE OR COST OF REPAIR WHICHEVER IS LESS; MINUS: \$ 100 For Each Covered Auto	
<input checked="" type="checkbox"/> COLLISION	ACTUAL CASH VALUE OR COST OF REPAIR WHICHEVER IS LESS; MINUS: \$ 250 For Each Covered Auto	
<input type="checkbox"/> SPECIFIED PERILS	ACTUAL CASH VALUE OR COST OF REPAIR WHICHEVER IS LESS; MINUS: \$ For Each Covered Auto	

<b>8-16-85 SH</b> ONE OF THE <b>FIREMAN'S FUND INSURANCE COMPANIES</b> AS NAMED IN THE POLICY	 PRESIDENT 10-X	<b>CORRESPONDS TO ENDT #6</b> COUNTERSIGNATURE OF AUTHORIZED AGENT
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**A. PHRASE WITH SPECIAL MEANING**

In addition to the WORDS AND PHRASES WITH SPECIAL MEANING in the policy, the following phrase has special meaning in this endorsement:

**"Leased auto"** means an auto leased to you for one year or more, including any substitute, replacement or extra auto needed to meet seasonal or other needs, under a leasing agreement which requires you to provide direct primary insurance for the lessor.

- B.** Any leased auto designated or described in this endorsement will be considered a covered auto you own and not a covered auto you hire or borrow. For a covered auto which is a leased auto WHO IS INSURED is changed to include as an insured the lessor named in this endorsement. However, the lessor is an insured only for bodily injury or property damage resulting from the acts or omissions of:

1. You
2. Any of your employees or agents.
3. Any person, except the lessor or any employee or agent of the lessor, operating a leased auto with the permission of any of the above.

**C. LOSS PAYABLE CLAUSE**

1. We will pay you and the lessor named in this endorsement for loss to a leased auto, as interest may appear.
2. The insurance covers the interest of the lessor unless the loss results from fraudulent acts or omissions on your part.
3. If we make any payment to the lessor, we will obtain his rights against any other party.

**D. CANCELLATION**

1. If we cancel the policy, we will mail notice to the lessor in accordance with CANCELLING THIS POLICY DURING THE POLICY PERIOD.
2. If you cancel the policy, we will mail notice to the lessor.
3. Cancellation ends this agreement.

- E.** The lessor is not liable for payment of your premiums.



# COMMERCIAL COVERAGE

BUSINESS AUTO POLICY  
GARAGE POLICY  
TRUCKERS' POLICY

CHANGE OF AUTO ENDORSEMENT

## FIREMAN'S FUND INSURANCE COMPANIES

MAILING ADDRESS: SAN FRANCISCO CALIFORNIA  
COVERAGE IS PROVIDED IN THE FOLLOWING COMPANY:  
A STOCK COMPANY:

01 FIREMAN'S FUND INS.

POLICY NUMBER 2-49 MXC 550 46 56

GROUP NUMBER:  
ENDORSEMENT EFFECTIVE DATE: 8-9-85  
SEQUENTIAL ENDORSEMENT NO. 7

NAMED INSURED: ANGELES CHEMICAL CO., INC & STALLION  
TANK LINES

IN THE AUTO DECLARATIONS, THE SCHEDULE OF COVERED AUTOS YOU OWN IS AMENDED AS FOLLOWS:  
THE FOLLOWING AUTOS ARE HEREBY ADDED, LIMITS OF LIABILITY STATED ON PAGE ONE OF THE AUTO DECLARATIONS AND IN ANY ENDORSEMENT FORMING A PART OF THE AUTO POLICY APPLIES TO THE COVERAGES INDICATED BY "X", STATED AMOUNT LIMITS APPLY ONLY WHERE STATED BELOW.

AUTO NO.	MODEL YEAR	TRADE NAME, MODEL, BODY TYPE, SIZE TYPE, ID NUMBER, GARAGE LOCATION	BODILY INJURY PROPERTY DAMAGE	MEDICAL PAYMENTS	PERSONAL INJURY PROTECTION	MISC AUTOMOBILE COVERAGE	UNINSURED MOTORISTS	UNDER INSURED AUTOMOBILISTS	COMPREHENSIVE		SPECIFIED PERILS		COLLISION ACV LESS DEDUCTIBLE	COMBINED PHYSICAL DAMAGE		TOWING
									ACV OR \$	LESS DEDUCTIBLE \$	ACV OR \$	LESS DEDUCTIBLE \$		ACV OR \$	LESS DEDUCTIBLE \$	

THE FOLLOWING AUTOS ARE HEREBY DELETED FOR ALL COVERAGES AND LIMITS OF LIABILITY:

AUTOS DELETED:																

AUTO NO. LOSS PAYEE: EXCEPT FOR TOWING ALL PHYSICAL DAMAGE (LOSS) IS PAYABLE TO YOU AND THE LOSS PAYEE NAMED BELOW AS INTERESTS MAY APPEAR AT THE TIME OF LOSS

--

☒ OTHER CHANGES

ADDING ADDITIONAL INSURED PER FORM CA2001-12-80 ATTACHED.

ADDITIONAL PREMIUM	RETURN PREMIUM	PAYABLE ON EFFECTIVE DATE OF ENDORSEMENT	PAYABLE AT AUDIT
\$	\$	\$	<input type="checkbox"/>

COUNTERSIGNATURE OF AUTHORIZED AGENT DATE 8-29-85TD

AGENCY MAX BEHM & ASSOC.

	AUTO #	AUTO #	COVERAGE	PREMIUMS AUTO #			PREMIUMS AUTO #		
				ANNUAL	ADDITIONAL	RETURN	ANNUAL	ADDITIONAL	RETURN
PIR FACTOR			COMBINED BI AND PD	\$	\$	\$	\$	\$	\$
TERRITORY			MED						
GARAGE LOCATION			UM						
CLASS CODE			PIP						
IRN			MNF						
COST NEW/SYMBOL			COMP						
AGE GROUP			SPECIFIED PERILS						
			COLL						
			TOWING						
			SUBTOTAL						

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**ADDITIONAL INSURED — LESSOR**  
(CA 20 01 12 80)

INSURED	POLICY NUMBER
PRODUCER	EFFECTIVE DATE

INSURANCE COMPANY <b>FIREMAN'S FUND INS.</b>		POLICY NUMBER <b>MXG 550 46 55</b>
EFFECTIVE DATE <b>1-1-85</b>	EXPIRATION DATE <b>1-1-86 87</b>	
NAMED INSURED AND ADDRESS <b>ANGELES CHEMICAL CO., INC. &amp; STALLION TANK LINES, INC.</b> <b>P.O. BOX 2163</b> <b>SANTA FE SPRINGS, CA 90670</b>		
ADDITIONAL INSURED (LESSOR) <b>DICK BROWNING LEASING</b> <b>P.O. BOX 367</b> <b>CERRITOS, CA 90701</b>		
DESIGNATION OR DESCRIPTION OF LEASED AUTOS <b>#0010 #0040</b> <b>1985 OLDSMOBILE 13434</b>		

This endorsement provides only those coverages for which an entry is shown by "X" in the applicable box.

COVERAGES	LIMITS OF LIABILITY	
	EACH PERSON	EACH ACCIDENT
<input checked="" type="checkbox"/> COMBINED BODILY INJURY AND PROPERTY DAMAGE LIABILITY	XXXXXXXX	\$ 500,000.
<input type="checkbox"/> BODILY INJURY LIABILITY	\$	\$
<input type="checkbox"/> PROPERTY DAMAGE LIABILITY	XXXXXXXX	\$
<input type="checkbox"/> PERSONAL INJURY PROTECTION (OR EQUIVALENT NO-FAULT COVERAGE)	\$	
<input type="checkbox"/> COMBINED PHYSICAL DAMAGE	ACTUAL CASH VALUE OR COST OF REPAIR WHICHEVER IS LESS; MINUS: \$ For Each Covered Auto	
<input checked="" type="checkbox"/> COMPREHENSIVE	ACTUAL CASH VALUE OR COST OF REPAIR WHICHEVER IS LESS; MINUS: \$ 100. For Each Covered Auto	
<input checked="" type="checkbox"/> COLLISION	ACTUAL CASH VALUE OR COST OF REPAIR WHICHEVER IS LESS; MINUS: \$ 250. For Each Covered Auto	
<input type="checkbox"/> SPECIFIED PERILS	ACTUAL CASH VALUE OR COST OF REPAIR WHICHEVER IS LESS; MINUS: \$ For Each Covered Auto	

**CORRESPONDS TO END 17**

ONE OF THE <b>FIREMAN'S FUND INSURANCE COMPANIES</b> AS NAMED IN THE POLICY <i>William H. Belmont</i> PRESIDENT 10-X	COUNTERSIGNATURE OF AUTHORIZED AGENT <i>on</i>
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Page 1 of 2

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A. PHRASE WITH SPECIAL MEANING

In addition to the WORDS AND PHRASES WITH SPECIAL MEANING in the policy, the following phrase has special meaning in this endorsement:

"Leased auto" means an auto leased to you for one year or more, including any substitute, replacement or extra auto needed to meet seasonal or other needs, under a leasing agreement which requires you to provide direct primary insurance for the lessor.

- B. Any leased auto designated or described in this endorsement will be considered a covered auto you own and not a covered auto you hire or borrow. For a covered auto which is a leased auto WHO IS INSURED is changed to include as an insured the lessor named in this endorsement. However, the lessor is an insured only for bodily injury or property damage resulting from the acts or omissions of:

1. You
2. Any of your employees or agents.
3. Any person, except the lessor or any employee or agent of the lessor, operating a leased auto with the permission of any of the above.

C. LOSS PAYABLE CLAUSE

1. We will pay you and the lessor named in this endorsement for loss to a leased auto, as interest may appear.
2. The insurance covers the interest of the lessor unless the loss results from fraudulent acts or omissions on your part.
3. If we make any payment to the lessor, we will obtain his rights against any other party.

D. CANCELLATION

1. If we cancel the policy, we will mail notice to the lessor in accordance with CANCELLING THIS POLICY DURING THE POLICY PERIOD.
2. If you cancel the policy, we will mail notice to the lessor.
3. Cancellation ends this agreement.

- E. The lessor is not liable for payment of your premiums.



## CHANGE OF AUTO ENDORSEMENT

COVERAGE IS PROVIDED IN THE FOLLOWING COMPANY,  
A STOCK COMPANY:

FFIC\_EPA\_0000270

# COMMERCIAL COVERAGE

BUSINESS AUTO POLICY  
GARAGE POLICY  
TRUCKERS' POLICY

CHANGE OF AUTO ENDORSEMENT

## FIREMAN'S FUND INSURANCE COMPANIES

MAILING ADDRESS: SAN FRANCISCO CALIFORNIA  
COVERAGE IS PROVIDED IN THE FOLLOWING COMPANY,  
A STOCK COMPANY:

01 FIREMAN'S FUND

POLICY NUMBER 2-49 MXC 550 46 56

GROUP NUMBER:  
ENDORSEMENT EFFECTIVE DATE: 11-19-85  
SEQUENTIAL ENDORSEMENT NO. 9

NAMED INSURED: ANGELES CHEMICAL CO., INC., ETAL

IN THE AUTO DECLARATIONS, THE SCHEDULE OF COVERED AUTOS YOU OWN IS AMENDED AS FOLLOWS:  
THE FOLLOWING AUTOS ARE HEREBY ADDED. LIMITS OF LIABILITY STATED ON PAGE ONE OF THE AUTO DECLARATIONS AND IN ANY ENDORSEMENT FORMING A PART OF THE AUTO POLICY APPLIES TO THE COVERAGES INDICATED BY "X". STATED AMOUNT LIMITS APPLY ONLY WHERE STATED BELOW.

AUTO NO.	MODEL YEAR	TRADE NAME, MODEL, BODY TYPE, SIZE TYPE, ID NUMBER, GARAGE LOCATION	BODILY INJURY PROPERTY DAMAGE	MEDICAL PAYMENTS	PERSONAL INJURY PROTECTION	MISCELLANEOUS COVERAGE	UNINSURED MOTORISTS	UNDERWRITTEN MOTORISTS	COMPREHENSIVE		SPECIFIED PERILS		COLLISION ACV LESS DEDUCTIBLE \$	COMBINED PHYSICAL DAMAGE		TOWING
									ACV OR \$	LESS DEDUCTIBLE \$	ACV OR \$	LESS DEDUCTIBLE \$		ACV OR \$	LESS DEDUCTIBLE \$	
THE FOLLOWING AUTOS ARE HEREBY DELETED FOR ALL COVERAGES AND LIMITS OF LIABILITY:																
34	84	OLDS CUTLASS #8241	X	X			X		ACV 100.				250.			
35	84	OLDS CUTLASS #6973	X	X			X		ACV 100.				250.			
AUTO NO.	LOSS PAYEE: EXCEPT FOR TOWING ALL PHYSICAL DAMAGE (LOSS) IS PAYABLE TO YOU AND THE LOSS PAYEE NAMED BELOW AS INTERESTS MAY APPEAR AT THE TIME OF LOSS															
<input type="checkbox"/> OTHER CHANGES																
ADDITIONAL PREMIUM			RETURN PREMIUM			PAYABLE ON EFFECTIVE DATE OF ENDORSEMENT						PAYABLE AT AUDIT				
\$			\$ INCL. IN COMPOSITE RATE			\$						<input type="checkbox"/>				
COUNTERSIGNATURE OF AUTHORIZED AGENT												DATE				
												1-17-86 KMK				
AGENCY																
MAX BEHM & ASSOCIATES																
	AUTO #	AUTO #	COVERAGE	PREMIUMS AUTO #			PREMIUMS AUTO #									
P/R FACTOR				ANNUAL	ADDITIONAL	RETURN	ANNUAL	ADDITIONAL	RETURN							
TERRITORY	082	082	COMBINED BI AND PY	\$	\$	\$	\$	\$	\$							
GARAGE LOCATION	04	04	MED													
CLASS CODE	199830	199830	UM													
FIN			PIP													
COST NEW/SYMBOL	12,000	12,000	MNF													
AGE GROUP	3	3	COMP													
			SPECIFIED PERILS													
			COLL													
			TOWING													
			SUBTOTAL													

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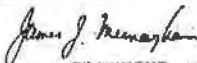
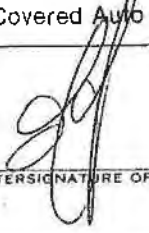
**ADDITIONAL INSURED — LESSOR**  
(CA 20 01 12 80)

INSURED	POLICY NUMBER <b>2-49 MXC 550 46 56</b>
PRODUCER	EFFECTIVE DATE

INSURANCE COMPANY <b>FIREMAN'S FUND</b>		POLICY NUMBER <b>2-49 MXC 550 46 56</b>
EFFECTIVE DATE <b>1-1-85</b>	EXPIRATION DATE <b>1-1-86</b>	
NAMED INSURED AND ADDRESS <b>ANGELES CHEMICAL CO., INC. &amp; STALLION TANK LINES, INC. P.O. BOX 2163 SANTA FE SPRINGS, CA. 90670</b>		
ADDITIONAL INSURED (LESSOR) <b>BOULEVARD LEASING 1890 LONG BEACH BLVD. LONG BEACH, CA. 90806</b>		
DESIGNATION OR DESCRIPTION OF LEASED AUTOS <b>82 OLDS CUTLASS SUPREME #5197 83 BUICK REGAL #7592</b>		

•This endorsement provides only those coverages for which an entry is shown by "X" in the applicable box.

COVERAGES	LIMITS OF LIABILITY	
	EACH PERSON	EACH ACCIDENT
<input checked="" type="checkbox"/> <b>COMBINED BODILY INJURY AND PROPERTY DAMAGE LIABILITY</b>	XXXXXXXX	\$ 500,000.
<input type="checkbox"/> <b>BODILY INJURY LIABILITY</b>	\$	\$
<input type="checkbox"/> <b>PROPERTY DAMAGE LIABILITY</b>	XXXXXXXX	\$
<input type="checkbox"/> <b>PERSONAL INJURY PROTECTION (OR EQUIVALENT NO-FAULT COVERAGE)</b>	\$	
<input type="checkbox"/> <b>COMBINED PHYSICAL DAMAGE</b>	ACTUAL CASH VALUE OR COST OF REPAIR WHICHEVER IS LESS; MINUS: \$ For Each Covered Auto	
<input checked="" type="checkbox"/> <b>COMPREHENSIVE</b>	ACTUAL CASH VALUE OR COST OF REPAIR WHICHEVER IS LESS; MINUS: \$ 100. For Each Covered Auto	
<input checked="" type="checkbox"/> <b>COLLISION</b>	ACTUAL CASH VALUE OR COST OF REPAIR WHICHEVER IS LESS; MINUS: \$ 250. For Each Covered Auto	
<input type="checkbox"/> <b>SPECIFIED PERILS</b>	ACTUAL CASH VALUE OR COST OF REPAIR WHICHEVER IS LESS; MINUS: \$ For Each Covered Auto	

ONE OF THE <b>FIREMAN'S FUND INSURANCE COMPANIES</b> AS NAMED IN THE POLICY	 PRESIDENT IOX	COUNTERSIGNATURE OF AUTHORIZED AGENT 
-----------------------------------------------------------------------------------	------------------------------------------------------------------------------------------------------	-------------------------------------------------------------------------------------------------------------------------------



**A. PHRASE WITH SPECIAL MEANING**

In addition to the WORDS AND PHRASES WITH SPECIAL MEANING in the policy, the following phrase has special meaning in this endorsement:

**"Leased auto"** means an auto leased to you for one year or more, including any substitute, replacement or extra auto needed to meet seasonal or other needs, under a leasing agreement which requires you to provide direct primary insurance for the lessor.

- B. Any leased auto designated or described in this endorsement will be considered a covered auto you own and not a covered auto you hire or borrow. For a covered auto which is a leased auto WHO IS INSURED is changed to include as an insured the lessor named in this endorsement. However, the lessor is an insured only for bodily injury or property damage resulting from the acts or omissions of:

1. You
2. Any of your employees or agents.
3. Any person, except the lessor or any employee or agent of the lessor, operating a leased auto with the permission of any of the above.

**C. LOSS PAYABLE CLAUSE**

1. We will pay you and the lessor named in this endorsement for loss to a leased auto, as interest may appear.
2. The insurance covers the interest of the lessor unless the loss results from fraudulent acts or omissions on your part.
3. If we make any payment to the lessor, we will obtain his rights against any other party.

**D. CANCELLATION**

1. If we cancel the policy, we will mail notice to the lessor in accordance with CANCELLING THIS POLICY DURING THE POLICY PERIOD.
2. If you cancel the policy, we will mail notice to the lessor.
3. Cancellation ends this agreement.

- E. The lessor is not liable for payment of your premiums.

# COMMERCIAL COVERAGE

BUSINESS AUTO POLICY  
GARAGE POLICY  
TRUCKERS' POLICY

CHANGE OF AUTO ENDORSEMENT

## FIREMAN'S FUND INSURANCE COMPANIES

MAILING ADDRESS: SAN FRANCISCO CALIFORNIA

COVERAGE IS PROVIDED IN THE FOLLOWING COMPANY,  
A STOCK COMPANY:

01 FIREMAN'S FUND

POLICY NUMBER 2-49 MXC 550 46 56

NAMED INSURED: ANGELES CHEMICAL CO., INC., ETAL

GROUP NUMBER:

ENDORSEMENT EFFECTIVE DATE: 11-18-85

SEQUENTIAL ENDORSEMENT NO. 10

IN THE AUTO DECLARATIONS, THE SCHEDULE OF COVERED AUTOS YOU OWN IS AMENDED AS FOLLOWS:

THE FOLLOWING AUTOS ARE HEREBY ADDED, LIMITS OF LIABILITY STATED ON PAGE ONE OF THE AUTO DECLARATIONS AND IN ANY ENDORSEMENT FORMING A PART OF THE AUTO POLICY APPLIES TO THE COVERAGES INDICATED BY "X", STATED AMOUNT LIMITS APPLY ONLY WHERE STATED BELOW.

AUTO NO.	YEAR	TRADE NAME, MODEL, BODY TYPE, SIZE TYPE, ID NUMBER, GARAGE LOCATION	BODILY INJURY PROPERTY DAMAGE	MEDICAL PAYMENTS	PERSONAL INJURY PROTECTION	MISFEAULT COVERAGE	UNINSURED MOTORISTS	UNDERINSURED MOTORISTS	COMPREHENSIVE	SPECIFIED PERILS	COLLISION ACV LESS DEDUCTIBLE	COMBINED PHYSICAL DAMAGE		TOWING
												ACV OR \$	LESS DEDUCTIBLE \$	
45	86	OLDS CIERRA SEDAN #6064	X	X			X		ACV 100.		250.			

THE FOLLOWING AUTOS ARE HEREBY DELETED FOR ALL COVERAGES AND LIMITS OF LIABILITY:

AUTOS DELETED:			BODILY INJURY PROPERTY DAMAGE	MEDICAL PAYMENTS	PERSONAL INJURY PROTECTION	MISFEAULT COVERAGE	UNINSURED MOTORISTS	UNDERINSURED MOTORISTS	COMPREHENSIVE	SPECIFIED PERILS	COLLISION ACV LESS DEDUCTIBLE	COMBINED PHYSICAL DAMAGE	TOWING

AUTO NO. LOSS PAYEE: EXCEPT FOR TOWING ALL PHYSICAL DAMAGE (LOSS) IS PAYABLE TO YOU AND THE LOSS PAYEE NAMED BELOW AS INTERESTS MAY APPEAR AT THE TIME OF LOSS

45 GMAC, P.O. BOX 5000, WESTMINSTER, CA. 92623

☒ OTHER CHANGES ADDING ADDITIONAL INSURED PER FORM CA2000 12-80 ATTACHED.

ADDITIONAL PREMIUM	RETURN PREMIUM	PAYABLE ON EFFECTIVE DATE OF ENDORSEMENT	PAYABLE AT AUDIT
\$ INCL. IN COMPOSITE RATE		\$	<input type="checkbox"/>

COUNTERSIGNATURE OF AUTHORIZED AGENT	DATE
	1-17-86 KNK

AGENCY
MAX BEHM & ASSOCIATES

	AUTO # 45	-AUTO #	COVERAGE	PREMIUMS AUTO #			PREMIUMS AUTO #		
				ANNUAL	ADDITIONAL	RETURN	ANNUAL	ADDITIONAL	RETURN
PIR FACTOR	005		COMBINED BI AND PD	\$	\$	\$	\$	\$	\$
TERRITORY	04		MED						
GARAGE LOCATION	199830		UM						
CLASS CODE			PIP						
TIN			MNF						
COST NEW/SYMBOL	12,000		COMP						
AGE GROUP	1		SPECIFIED PERILS						
			COLL						
			TOWING						
			SUBTOTAL						

140586-11-82

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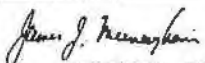

**ADDITIONAL INSURED — LESSOR**  
(CA 20 01 12 80)

INSURED	POLICY NUMBER <b>2-49 MXC 550 46 56</b>
PRODUCER	EFFECTIVE DATE

INSURANCE COMPANY <b>FIREMAN'S FUND</b>		POLICY NUMBER <b>2-49 MXC 550 46 56</b>
EFFECTIVE DATE <b>1-1-88</b>	EXPIRATION DATE <b>1-1-88</b>	
NAMED INSURED AND ADDRESS <b>ANGELES CHEMICAL CO., INC. &amp; STALLION TANK LINES, INC. P.O. BOX 2163 SANTA FE SPRINGS, CA. 90670</b>		
ADDITIONAL INSURED (LESSOR) <b>ROLLINS LEASING CORP. 1465 SOUTH GREENWOOD AVE., MONTEBELLO, CA. 90640</b>		
DESIGNATION OR DESCRIPTION OF LEASED AUTOS  <b>AS RESPECTS ALL VEHICLES &amp; EQUIPMENT LEASED ON OR RENTED FROM ADDITIONAL INSURED.</b>		

This endorsement provides only those coverages for which an entry is shown by "X" in the applicable box.

COVERAGES	LIMITS OF LIABILITY	
	EACH PERSON	EACH ACCIDENT
<input checked="" type="checkbox"/> <b>COMBINED BODILY INJURY AND PROPERTY DAMAGE LIABILITY</b>	XXXXXXXX	<b>\$ 500,000.</b>
<input type="checkbox"/> <b>BODILY INJURY LIABILITY</b>	\$	\$
<input type="checkbox"/> <b>PROPERTY DAMAGE LIABILITY</b>	XXXXXXXX	\$
<input type="checkbox"/> <b>PERSONAL INJURY PROTECTION (OR EQUIVALENT NO-FAULT COVERAGE)</b>	\$	
<input type="checkbox"/> <b>COMBINED PHYSICAL DAMAGE</b>	ACTUAL CASH VALUE OR COST OF REPAIR WHICHEVER IS LESS; MINUS: \$ For Each Covered Auto	
<input checked="" type="checkbox"/> <b>COMPREHENSIVE</b>	ACTUAL CASH VALUE OR COST OF REPAIR WHICHEVER IS LESS; MINUS: \$ <b>100.</b> For Each Covered Auto	
<input checked="" type="checkbox"/> <b>COLLISION</b>	ACTUAL CASH VALUE OR COST OF REPAIR WHICHEVER IS LESS; MINUS: \$ <b>250.</b> For Each Covered Auto	
<input type="checkbox"/> <b>SPECIFIED PERILS</b>	ACTUAL CASH VALUE OR COST OF REPAIR WHICHEVER IS LESS; MINUS: \$ For Each Covered Auto	

ONE OF THE <b>FIREMAN'S FUND INSURANCE COMPANIES</b> AS NAMED IN THE POLICY	 PRESIDENT 10-X	COUNTERSIGNATURE OF AUTHORIZED AGENT 
-----------------------------------------------------------------------------------	-------------------------------------------------------------------------------------------------------	-------------------------------------------------------------------------------------------------------------------------------



**A. PHRASE WITH SPECIAL MEANING**

In addition to the WORDS AND PHRASES WITH SPECIAL MEANING in the policy, the following phrase has special meaning in this endorsement:

**"Leased auto"** means an auto leased to you for one year or more, including any substitute, replacement or extra auto needed to meet seasonal or other needs, under a leasing agreement which requires you to provide direct primary insurance for the lessor.

- B.** Any leased auto designated or described in this endorsement will be considered a covered auto you own and not a covered auto you hire or borrow. For a covered auto which is a leased auto WHO IS INSURED is changed to include as an Insured the lessor named in this endorsement. However, the lessor is an insured only for bodily injury or property damage resulting from the acts or omissions of:

1. You
2. Any of your employees or agents.
3. Any person, except the lessor or any employee or agent of the lessor, operating a leased auto with the permission of any of the above.

**C. LOSS PAYABLE CLAUSE**

1. We will pay you and the lessor named in this endorsement for loss to a leased auto, as interest may appear.
2. The insurance covers the interest of the lessor unless the loss results from fraudulent acts or omissions on your part.
3. If we make any payment to the lessor, we will obtain his rights against any other party.

**D. CANCELLATION**

1. If we cancel the policy, we will mail notice to the lessor in accordance with CANCELLING THIS POLICY DURING THE POLICY PERIOD.
2. If you cancel the policy, we will mail notice to the lessor.
3. Cancellation ends this agreement.

- E.** The lessor is not liable for payment of your premiums.

POLICY NUMBER  
2 49 MXC 80006534

PREV. POLICY NOS.  
2 49 MXC 05504456

Coverage for policies  
other than WORKERS'  
COMPENSATION is provided  
in the following company  
FIREMAN'S FUND  
INSURANCE COMPANY  
NOVATO, CA 94998  
A STOCK INSURANCE CO. (01)



**GENERAL DECLARATIONS**

**"SUBJECT TO AUDIT"**

COMMERCIAL GROUP NO. 1617

Named Insured and Mailing Address

ANGELES CHEMICAL CO., INC. & STALLION TANK LINES, INC.

P.O. BOX 2163 *See #012*  
SANTA FE SPRINGS CA 90670

Producer Name and Address

MAX BEHM & ASSOCIATES, INC

The Named Insured is a(n) CORPORATION

Business or Operations of the Named Insured: INDUSTRIAL CHEMICALS-SALES

The insurance provided by this policy consists of the following coverage form(s). The premium may be subject to adjustment. In return for payment of the premium and subject to all the terms of this policy, we agree with you to provide the insurance as stated in this policy.

**GENERAL LIABILITY COVERAGES  
AUTOMOBILE INSURANCE COVERAGES**

Policy Period (For above coverage(s))

Policy Period is from 01-01-86 to 01-01-87 12:01 A.M., Standard Time  
at the mailing address of the insured.

**PREMIUM SUMMARY:**

Estimated Annual Premium	\$88,819.00
Premium Due at Inception	\$88,819.00

**LOCATION OF PREMISES**

LOC.  
001 3915 SORENSON AVENUE  
SANTA FE SPRINGS CA 90670

DECLARATIONS CONTINUED ON PAGE 2

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POLICY NUMBER 2 49 MXC 80008534

Named Insured

ANGELES CHEMICAL CO. INC.

GENERAL DECLARATIONS continued



FORMS ATTACHED AT INCEPTION

GL0002 01-73

GL0032 04-84

CA0143 10-84

CA9910 12-80

100904 11-82

140583 11-81 REV

140501 06-84

GL2133 02-85

141376 06-85

GL0019 07-78

105161 09-83

CA2154 07-84

CA9919 01-78

101609 11-82 REV

IL0018 10-84

CA2001 12-80

105244 08-80REV

Countersignature: \_\_\_\_\_

Producer: MAX BEHM & ASSOCIATES, INC

Date: 01-14-86

END OF GENERAL DECLARATIONS

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POLICY NUMBER 2 49 MXC 80006534

NAMED INSURED

ANGELES CHEMICAL CO. INC.



**BUSINESS AUTO POLICY DECLARATIONS**

INSURANCE IS PROVIDED ONLY FOR THOSE COVERAGES, LIMITS OF LIABILITY AND ENDORSEMENTS SHOWN BELOW.

**ITEM TWO**

**SCHEDULE OF COVERAGES AND COVERED AUTOS**

(SEE SUPPLEMENTARY STATE ENDORSEMENTS WHERE APPLICABLE)

LIABILITY COVERAGES	LIMITS
COMBINED BODILY INJURY AND PROPERTY DAMAGE LIABILITY INSURANCE	\$ 500,000 EACH ACCIDENT
AUTO MEDICAL PAYMENTS INSURANCE	\$ 5,000 <i>See. endt. #00</i> (500) EACH PERSON
UNINSURED MOTORISTS INSURANCE STATE(S): CALIFORNIA	\$ 60,000 EACH ACCIDENT

COVERAGES	SYMBOLS - COVERED AUTO DESCRIPTION (SEE PART 1, PARAGRAPH K)
LIABILITY INSURANCE	7. SPECIFICALLY DESCRIBED AUTOS 8. HIRED AUTOS ONLY 9. NONOWNED AUTOS ONLY
AUTO MEDICAL PAYMENTS	3. OWNED PRIVATE PASSENGER AUTOS ONLY
UNINSURED MOTORISTS INSURANCE	3. OWNED PRIVATE PASSENGER AUTOS ONLY

PHYSICAL DAMAGE INSURANCE AT ACTUAL CASH VALUE OR COST OF REPAIR, WHICHEVER IS LESS, MINUS DEDUCTIBLE SHOWN BELOW UNLESS OTHERWISE SHOWN IN ITEM FOUR, SCHEDULE OF COVERED AUTOS YOU OWN:

**PHYSICAL DAMAGE**

COVERAGES	DEDUCTIBLES	SYMBOLS - COVERED AUTOS DESCRIPTION (SEE PART 1 PARAGRAPH K)
COMPREHENSIVE * APPLIES TO ALL LOSS EXCEPT FIRE AND LIGHTNING	\$ 500*	2. OWNED AUTOS ONLY
COLLISION	\$ 500	2. OWNED AUTOS ONLY

ITEM THREE - DESCRIPTION OF COVERED AUTOS (SEE PART 1, PARAGRAPH K)

THESE DECLARATIONS ARE ISSUED IN CONJUNCTION WITH AND ARE PART OF POLICY FORM 140583-11-81 REV

DECLARATIONS CONTINUED ON PAGE 2

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POLICY NUMBER 2 49 MXC 00000534

NAMED INSURED

ANGELES CHEMICAL CO. INC.



ITEM FOUR - SCHEDULE OF COVERED AUTOS YOU OWN. SEE SEPARATE SCHEDULE ATTACHED.

LOSS PAYEES: EXCEPT FOR TOWING, ALL PHYSICAL DAMAGE LOSS IS PAYABLE TO YOU AND THE LOSS PAYEE NAMED BELOW AS INTEREST MAY APPEAR AT TIME OF THE LOSS

NAME AND ADDRESS OF LOSS PAYEE

GMAC

P.O. BOX 5000

WESTMINSTER

CA 92684

AS RESPECTS AUTO NO. 0043 0044

BANK OF AMERICA

1840 LONG BEACH BLVD.

LONG BEACH

CA 90806

AS RESPECTS AUTO NO. 0036 0039

ENDORSEMENTS. ONLY THOSE ENDORSEMENTS SHOWN BELOW APPLY

MEXICO ENDORSEMENT (101609-11-82 REV)

DRIVE OTHER CAR COVERAGE BROADENED COVERAGE FOR NAMED INDIVIDUALS  
(CA 99 10 12 80)

THE INSURANCE AFFORDED BECAUSE OF THE NAMING BELOW OF ANY INDIVIDUAL IS  
ONLY WITH RESPECT TO THE COVERAGES SHOWN BELOW:

COVERAGES: LIABILITY AUTO MEDICAL PAYMENTS  
UNINSURED MOTORIST

NAME OF INDIVIDUAL: JOHN & JANYCE LOCKE III  
JAMES W. LOCKE  
JOHN G. LOCKE III

LOSS PAYABLE CLAUSE (CA 99 19 01 78)

SUPPLEMENTARY STATE ENDORSEMENTS

CALIFORNIA

AMENDMENT OF PART IV - LIABILITY INSURANCE - CALIFORNIA  
(BUSINESS AUTO POLICY AND TRUCKERS POLICY) (100904-11-82)

UNINSURED MOTORISTS INSURANCE - BODILY INJURY - CALIFORNIA (CA 21 54 07 84)

CHANGES IN POLICY - CALIFORNIA (CA 01 43 10 84)

DECLARATIONS CONTINUED ON PAGE 3

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POLICY NUMBER 2 40 MXC 80006534

NAMED INSURED

ANGELES CHEMICAL CO. INC.



ENDORSEMENTS - OTHER AUTOMOBILE COVERAGE

001 ADDITIONAL INSURED - LESSOR (CA 20 01 12 80)

COMPLETED PER FORM ATTACHED

END OF BUSINESS AUTO POLICY DECLARATIONS

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POLICY NUMBER 2 49 MXC 80006534

Named Insured  
ANGELES CHEMICAL CO. INC.

Rating Period 01-01-86 to 01-01-87



SCHEDULE OF COVERED AUTOS YOU OWN

THE INSURANCE AFFORDED HEREUNDER IS ONLY WITH RESPECT TO SUCH AND SO MANY OF THE FOLLOWING COVERAGES FOR EACH AUTO NO. AS ARE INDICATED BY 'X'. THE LIMIT OF THE COMPANY'S LIABILITY AGAINST BODILY INJURY AND PROPERTY DAMAGE LIABILITY (LIAB), MEDICAL PAYMENTS (MED), UNINSURED MOTORISTS (UM), UNDERINSURED MOTORISTS (UIM), PERSONAL INJURY PROTECTION (PIP), PROPERTY PROTECTION INSURANCE (PPI), AND TOWING (TOW) COVERAGES SHALL BE AS STATED ON THE DECLARATIONS PAGE SUBJECT TO ALL THE TERMS OF THE POLICY HAVING REFERENCE THERETO. THE LIMIT OF THE COMPANY'S LIABILITY AGAINST COMPREHENSIVE (COMP), FIRE (F), THEFT (T), SPECIFIED PERILS (SP), LIMITED SPECIFIED PERILS (LSP) AND COLLISION (COLL) COVERAGES SHALL BE AS STATED HEREIN SUBJECT TO ALL THE TERMS OF THE POLICY HAVING REFERENCE THERETO. AS USED HEREIN 'ACV' MEANS ACTUAL CASH VALUE, 'DED' MEANS DEDUCTIBLE AND 'OTC' MEANS AUTOMOBILE PHYSICAL DAMAGE OTHER THAN COLLISION. THE COLLISION LIMIT OF LIABILITY IS ACTUAL CASH VALUE LESS THE DEDUCTIBLE AMOUNT SHOWN.

AUTO NO.	YR	VEHICLE DESCRIPTION AND GARAGE LOCATION	VEHICLE ID NO.	OTC COV	OTC LIMIT	OTC DED	COLL DED
✓0009	73	FORD UT9000 TRACTOR SANTA FE SPRINGS CA 90670	0835	COMP	ACV	\$ 500	\$ 500
✓0010	71	FORD TRACTOR SANTA FE SPRINGS CA 90670	2400	COMP	ACV	\$ 500	\$ 500
✓0011	71	FORD TRACTOR SANTA FE SPRINGS CA 90670	0794	COMP	ACV	\$ 500	\$ 500
✓0013	58	FRUEHAUF TRAILER SANTA FE SPRINGS CA 90670	3374	COMP	ACV	\$ 500	\$ 500
✓0015	59	FRUEHAUF TRAILER SANTA FE SPRINGS CA 90670	4421	COMP	ACV	\$ 500	\$ 500
✓0016	58	FRUEHAUF TRAILER SANTA FE SPRINGS CA 90670	4996	COMP	ACV	\$ 500	\$ 500
✓0018	75	CLARK FORKLIFT SANTA FE SPRINGS CA 90670	2650	COMP	ACV	\$ 500	\$ 500
✓0020	80	OLDS SANTA FE SPRINGS CA 90670	6864	COMP	ACV	\$ 500	\$ 500
0024	80	FORD CL900 TRACTOR SANTA FE SPRINGS CA 90670	5478	COMP	ACV	\$ 500	\$ 500

AUTO NO.	COVERAGES AFFORDED (INDICATED BY 'X' IN COVERAGE COLUMN)							TOW
	LIAB	MED	UM	UIM	PIP	PPI	OTC	COLL
0009							X	X
0010							X	X
0011							X	X
0013							X	X
0015							X	X
0016							X	X
0018							X	X
0020	X	X	X				X	X
0024							X	X

Amended Auto term SCHEDULES CONTINUED ON PAGE 2  
for Veh. # 20, 25, 33, 43, 44 & 45 See #001

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POLICY NUMBER 2 49 MXC 80006534

Named Insured  
ANGELES CHEMICAL CO. INC.

Rating Period 01-01-86 to 01-01-87



SCHEDULE OF COVERED AUTOS YOU OWN

AUTO NO.	YR	VEHICLE DESCRIPTION AND GARAGE LOCATION	VEHICLE ID NO.	OTC COV	OTC LIMIT	OTC DED	COLL DED
✓0025	81	TOYOTA CELICA SANTA FE SPRINGS CA	1629 90670	COMP	ACV	\$ 500	\$ 500
✓0029	82	BEALL TRANSLINER TANKER SANTA FE SPRINGS CA	4820 90670	COMP	ACV	\$ 500	\$ 500
✓0030	82	BEALL TRANSLINER TANKER SANTA FE SPRINGS CA	4830 90670	COMP	ACV	\$ 500	\$ 500
✓0031	82	OLDS CUTLASS SUPREME SANTA FE SPRINGS CA	5187 90670	COMP	ACV	\$ 500	\$ 500
✓0033	84	JAGUAR XJS COUPE SANTA FE SPRINGS CA	3003 90670	COMP	ACV	\$ 500	\$ 500
✓0036	84	BUICK REGAL HUNTINGTON BEACH CA	2337	COMP	ACV	\$ 500	\$ 500
✓0037	78	PONTIAC FIREBIRD COVINA CA	9825 90670	COMP	ACV	\$ 500	\$ 500
✓0038	80	CHEV CAMARO COVINA CA	0712 90670	COMP	ACV	\$ 500	\$ 500
✓0039	84	TOYOTA CRESSIDA SANTA FE SPRINGS CA	3332 90670	COMP	ACV	\$ 500	\$ 500
✓0040	85	OLDS CUTLASS SANTA FE SPRINGS CA	3434 90670	COMP	ACV	\$ 500	\$ 500
✓0041	53	UTILITY TANKER TRAILER SANTA FE SPRINGS CA	3237 90670	COMP	ACV	\$ 500	\$ 500
✓0042	83	INT'L TRACTOR SANTA FE SPRINGS CA	2554 90670	COMP	ACV	\$ 500	\$ 500
✓0043	85	CHRYSLER NEW YORKER SANTA FE SPRINGS CA	8104 90670	COMP	ACV	\$ 500	\$ 500

AUTO NO.	COVERAGES AFFORDED (INDICATED BY 'X' IN COVERAGE COLUMN)							COLL	TOW
	LIAB	MED	UM	UIM	PIP	PPI	OTC		
0025	X	X	X				X	X	
0029							X	X	
0030							X	X	
0031	X	X	X				X	X	
0033	X	X	X				X	X	
0036	X	X	X				X	X	
0037	X	X	X				X	X	
0038	X	X	X				X	X	
0039	X	X	X				X	X	
0040	X	X	X				X	X	
0041							X	X	
0042							X	X	
0043	X	X	X				X	X	

SCHEDULES CONTINUED ON PAGE 3

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POLICY NUMBER 2 49 MXC 60006534

Named Insured  
ANGELES CHEMICAL CO. INC.

Rating Period 01-01-86 to 01-01-87



SCHEDULE OF COVERED AUTOS YOU OWN

AUTO NO.	YR	VEHICLE DESCRIPTION AND GARAGE LOCATION	VEHICLE ID NO.	OTC COV	OTC LIMIT	OTC DED	COLL DED
✓0044	85	OLDS CUTLASS SEDAN SANTA FE SPRINGS	2493 CA 90670	COMP	ACV	\$ 500	\$ 500
✓0045	86	OLDS CIERRA SEDAN SANTA FE SPRINGS	6064 CA 90670	COMP	ACV	\$ 500	\$ 500

0046 See #001  
0047 See #001  
0048 See #003  
0049 See #007  
0050 See #009  
0051  
0052  
0053 - deleted See #015  
0054  
0055  
0056  
0056 See #014

AUTO NO.	COVERAGES AFFORDED (INDICATED BY 'X' IN COVERAGE COLUMN)							COLL	TOW
	LIAB	MED	UM	UIM	PIP	PPI	OTC		
0044	X	X	X				X	X	
0045	X	X	X				X	X	

END OF SCHEDULE OF AUTOS YOU OWN

☐ INSURED'S COPY

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## COMMERCIAL AUTOMOBILE COVERAGE

### POLICY COVERAGE

These self-contained policy provisions, together with other applicable terms, conditions, exclusions, coverage parts and endorsements of this policy which are a part of this policy by designation in the Declarations, complete the Auto coverage provided by this policy. The premium is included in the Declarations of this Policy.

### BUSINESS AUTO POLICY

In return for payment of the premium and subject to all the terms of this policy and the coverages and endorsements which are a part of this policy by designation in the Declarations, we agree with you as follows:

#### PART I — WORDS AND PHRASES WITH SPECIAL MEANING — READ THEM CAREFULLY

The following words and phrases have special meaning throughout the policy and appear, other than in the Declarations, in boldface type when used.

A. "You" and "your" mean the person or organization shown as the named insured in ITEM ONE of the Declarations.

B. "We", "us" and "our" mean the company providing the insurance.

C. "Accident" includes continuous or repeated exposure to the same conditions resulting in bodily injury or property damage the insured neither expected nor intended.

D. "Auto" means a land motor vehicle, trailer or semitrailer designed for travel on public roads but does not include mobile equipment.

E. "Bodily injury" means bodily injury, sickness or disease resulting from any of these.

F. "Insured" means any person or organization qualifying as an insured in the WHO IS INSURED section of the applicable insurance. Except with respect to our limit of liability, the insurance afforded applies separately to each insured who is seeking coverage or against whom a claim is made or suit is brought.

G. "Loss" means direct and accidental damage or loss.

H. "Mobile equipment" means any of the following type of land vehicles:

1. Specialized equipment such as: Bulldozers; Power shovels; Rollers, graders or scrapers; Farm machinery; Cranes; Street sweepers or other cleaners; Diggers; Fork-lifts; Pumps; Generators; Air Compressors; Drills; Other similar equipment.

2. Vehicles designed for use principally off public roads.

3. Vehicles maintained solely to provide mobility for such specialized equipment when permanently attached.

4. Vehicles not required to be licensed.

5. Autos maintained for use solely on your premises or that

This Form must be attached to Change Endorsement when issued after the Policy is written.

## BUSINESS AUTO POLICY

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part of the roads or other accesses that adjoin your premises.

I. "Property damage" means damage to or loss of use of tangible property.

J. "Trailer" includes semitrailer.

K. Description of Covered Auto Designation Symbols" when shown in Item Two of the Declarations means:

#### SYMBOL

#### DESCRIPTION

1 = ANY AUTO.

2 = OWNED AUTOS ONLY.\* Only those autos you own (and for liability coverage any trailers you don't own while attached to power units you own). This includes those autos whose ownership you acquire after the policy begins.

3 = OWNED PRIVATE PASSENGER AUTOS ONLY.\* Only the private passenger autos you own. This includes those private passenger autos whose ownership you acquire after the policy begins.

4 = OWNED AUTOS OTHER THAN PRIVATE PASSENGER AUTOS.\* Only those autos you own which are not of the private passenger type (and for liability coverage any trailers you don't own while attached to power units you own). This includes those autos, not of the private passenger type, whose ownership you acquire after the policy begins.

5 = OWNED AUTOS SUBJECT TO NO-FAULT.\* Only those autos you own which are required to have No-Fault benefits in the state where they are licensed or principally garaged. This includes those autos whose ownership you acquire after the policy begins provided they are required to have No-Fault benefits in the state where they are licensed or principally garaged.

6 = OWNED AUTOS SUBJECT TO A COMPULSORY UNINSURED MOTORISTS LAW.\*

ONE OF THE FIREMAN'S FUND INSURANCE COMPANIES AS NAMED IN THE POLICY

DEPARTMENT

11 XEL

NO. 1501

*William H. Schmitt*

PRESIDENT

STOCK NO. 140583-11-81 (REV.)

PAGE ONE OF EIGHT



SYMBOL	DESCRIPTION	SYMBOL	DESCRIPTION
	Only those autos you own which, because of the law in the state where they are licensed or principally garaged, are required to have and cannot reject uninsured motorists insurance. This includes those autos whose ownership you acquire after the policy begins provided they are subject to the same state uninsured motorists requirement.		from any of your employees or members of their households.
7	<b>SPECIFICALLY DESCRIBED AUTOS.</b> Only those autos described in ITEM FOUR (and for liability coverage any trailers you don't own while attached to any power unit described in ITEM FOUR).	9	<b>NONOWNED AUTOS ONLY.</b> Only those autos you do not own, lease, hire or borrow which are used in connection with your business. This includes autos owned by your employees or members of their households but only while used in your business or your personal affairs.
8	<b>HIRED AUTOS ONLY.</b> Only those autos you lease, hire, rent or borrow. This does not include any auto you lease, hire, rent or borrow	10	<b>Any other AUTOS.</b> Only those specifically described in the covered auto description in ITEM TWO of the Declarations.

\*Owned Autos include an auto leased to you under a leasing agreement of one year or more, including any substitute or replacement, for which the leasing agreement requires you to provide primary insurance for the lessor.

#### PART II — WHICH AUTOS ARE COVERED AUTOS

A. ITEM TWO in the Declarations shows the symbols of the autos that are covered autos for each of your coverages. The numerical symbols explained in PART I.K. describe which autos are covered autos. The symbols entered next to a coverage designate the only autos that are covered autos.

#### B. OWNED AUTOS YOU ACQUIRE AFTER THE POLICY BEGINS.

1. If symbols "1", "2", "3", "4", "5" or "6" are entered next to a coverage in ITEM TWO, then you already have coverage for autos of the type described until the policy ends.

2. But, if symbol "7" is entered next to a coverage in ITEM TWO, an auto you acquire will be a covered auto for that coverage only if:

a. We already insure all autos that you own for that coverage or it replaces an auto you previously owned that had that coverage; and

b. You tell us within 30 days after you acquire it that you want us to insure it for that coverage.

#### C. CERTAIN TRAILERS AND MOBILE EQUIPMENT.

If the policy provides liability insurance, the following types of vehicles are covered autos for liability insurance:

1. Trailers with a load capacity of 2,000 pounds or less designed primarily for travel on public roads.

2. Mobile equipment while being carried or towed by a covered auto.

#### PART III — WHERE AND WHEN THIS POLICY COVERS

We cover accidents and losses which occur during the policy period:

A. In the United States of America, its territories or posses-

sions, Puerto Rico or Canada; or

B. While the covered auto is being transported between any of these places.

#### PART IV — LIABILITY INSURANCE

##### A. WE WILL PAY.

1. We will pay all sums the insured legally must pay as damages because of bodily injury or property damage to which this insurance applies, caused by an accident and resulting from the ownership, maintenance or use of a covered auto.

2. We have the right and duty to defend any suit asking for these damages. However, we have no duty to defend suits for bodily injury or property damage not covered by this policy. We may investigate and settle any claim or suit as we consider appropriate. Our payment of the LIABILITY INSURANCE limit ends our duty to defend a suit.

##### B. WE WILL ALSO PAY.

In addition to our limit of liability, we will pay for the insured:

1. Up to \$250 for cost of bail bonds (including bonds for related traffic law violations) required because of an accident we cover. We do not have to furnish these bonds.

2. Premiums on appeal bonds in any suit we defend.

3. Premiums on bonds to release attachments in a suit we defend but only for bonds up to our limit of liability.

4. All costs taxed to the insured in a suit we defend.

5. All interest accruing after the entry of the judgment in a



suit we defend. Our duty to pay interest ends when we pay or tender our limit of liability.

6. Up to \$30 a day for loss of earnings (but not other income) because of attendance at hearings or trials at our request.

7. Other reasonable expenses incurred at our request.

#### C. WE WILL NOT COVER — EXCLUSIONS.

This insurance does not apply to:

1. Liability assumed under any contract or agreement.
2. Any obligation for which the insured or his or her insurer may be held liable under any workers' compensation or disability benefits law or under any similar law.
3. Any obligation of the insured to indemnify another for damages resulting from bodily injury to the insured's employee.
4. Bodily injury to any fellow employee of the insured arising out of and in the course of his or her employment.
5. Bodily injury to any employee of the insured arising out of and in the course of his or her employment by the insured. However, this exclusion does not apply to bodily injury to domestic employees not entitled to workers' compensation benefits.
6. Property damage to property owned or transported by the insured or in the insured's care, custody or control.
7. Bodily injury or property damage resulting from the handling of property:
  - a. Before it is moved from the place where it is accepted by the insured for movement into or onto the covered auto, or
  - b. After it is moved from the covered auto to the place where it is finally delivered by the insured.
8. Bodily injury or property damage resulting from the movement of property by a mechanical device (other than a hand truck) not attached to the covered auto.
9. Bodily injury or property damage caused by the dumping, discharge or escape of irritants, pollutants or contaminants. This exclusion does not apply if the discharge is sudden and accidental.

#### D. WHO IS INSURED.

1. You are an insured for any covered auto.
2. While any covered auto is rented or leased to you and is being used by or for you, its owner or anyone else from whom you rent or lease it is an insured but only for that covered auto. However, that covered auto's owner or anyone else from whom it is rented or leased is not an insured for liability resulting from defects or faulty workmanship.
3. Anyone else is an insured while using with your permission a covered auto you own, hire or borrow except:
  - a. The owner of a covered auto you hire or borrow from

one of your employees or a member of his or her household.

b. Someone using a covered auto while he or she is working in a business of selling, servicing, repairing or parking autos unless that business is yours.

c. Anyone other than your employees, a lessee or borrower or any of their employees, while moving property to or from a covered auto.

4. Anyone is an insured for his or her liability because of acts or omissions of an insured described above. However, the owner of or anyone else from whom you hire or borrow a covered auto is an insured only if that auto is a trailer connected to a covered auto you own.

#### E. OUR LIMIT OF LIABILITY

Regardless of the number of covered autos, insureds, claims made or vehicles involved in the accident, our limit of liability is as shown in the Declarations and as defined below:

1. Combined bodily injury liability and property damage liability.

The most we will pay for all damages resulting from any one accident is the LIABILITY INSURANCE limit shown in the Declarations.

2. Separate limits of liability for bodily injury liability and property damage liability.

The most we will pay for all damages resulting from bodily injury to any one person caused by any one accident is the limit of Bodily Injury Liability shown in the Declarations for "each person".

Subject to the limit for "each person", the most we will pay for all damages resulting from bodily injury caused by any one accident is the limit of Bodily Injury Liability shown in the Declarations for "each accident".

The most we will pay for all damages resulting from property damage caused by any one accident is the limit of Property Damage Liability shown in the Declarations.

For the purpose of determining our limit of liability under 1. or 2. above, all bodily injury and property damage resulting from continuous or repeated exposure to substantially the same conditions will be considered as resulting from one accident.

#### F. OUT OF STATE EXTENSIONS OF COVERAGE.

1. While a covered auto is away from the state where it is licensed we will:

a. Increase this policy's liability limits to meet those specified by a compulsory or financial responsibility law in the jurisdiction where the covered auto is being used.

b. Provide the minimum amounts and types of other coverages, such as "No-Fault", required out of state vehicles by the jurisdiction where the covered auto is being used.

2. We will not pay anyone more than once for the same elements of loss because of these extensions.

### PART V — AUTO MEDICAL PAYMENTS INSURANCE

#### A. WORDS AND PHRASES WITH SPECIAL MEANING:

In addition to the WORDS AND PHRASES WITH SPECIAL MEANING in the policy, the following words and



phrases have special meaning for AUTO MEDICAL PAYMENTS INSURANCE:

1. "Family member" means a person related to you, by blood, marriage or adoption who is a resident of your household, including a ward or foster child.

2. "Occupying" means in, upon, getting in, on, out or off.

#### B. WE WILL PAY.

We will pay reasonable expenses incurred for necessary medical and funeral services to or for an insured who sustains bodily injury caused by accident. We will pay only those expenses incurred within three years from the date of the accident.

#### C. WE WILL NOT COVER — EXCLUSIONS.

This insurance does not apply to:

1. Bodily injury sustained by an insured while occupying a vehicle located for use as a premises.

2. Bodily injury sustained by you or any family member while occupying or struck by any vehicle (other than a covered auto) owned by you or furnished or available for your regular use.

3. Bodily injury sustained by any family member while occupying or struck by any vehicle (other than a covered auto) owned by or furnished or available for the regular use of any family member.

4. Bodily injury to your employee arising out of and in the course of employment by you. However, we will cover bodily injury to your domestic employees if not entitled to workers' compensation benefits.

5. Bodily injury to an insured while working in a business of selling, servicing, repairing or parking autos unless that business is yours.

6. Bodily injury caused by declared or undeclared war or insurrection or any of their consequences.

7. Bodily injury to anyone using a vehicle without a reasonable belief that the person is entitled to do so.

#### D. WHO IS INSURED.

1. You or any family member while occupying or, while a pedestrian, when struck by any auto.

2. Anyone else occupying a covered auto or a temporary substitute for a covered auto. The covered auto must be out of service because of its breakdown, repair, servicing, loss or destruction.

#### E. OUR LIMIT OF LIABILITY.

Regardless of the number of covered autos, insureds, claims made or vehicles involved in the accident, the most we will pay for bodily injury for each insured injured in any one accident is the limit of AUTO MEDICAL PAYMENTS shown in the Declarations.

#### F. CHANGES IN CONDITIONS.

The CONDITIONS of the policy are changed for AUTO MEDICAL PAYMENTS INSURANCE as follows:

1. OUR RIGHT TO RECOVER FROM OTHERS does not apply.

2. The reference in OTHER INSURANCE to "other collectible insurance" applies only to other collectible auto medical payments insurance.

### PART VI — UNINSURED MOTORISTS INSURANCE

#### A. WORDS AND PHRASES WITH SPECIAL MEANING:

In addition to the WORDS AND PHRASES WITH SPECIAL MEANING in the policy, the following words and phrases have special meaning for UNINSURED MOTORISTS INSURANCE:

1. "Family member" means a person related to you by blood, marriage or adoption who is a resident of your household, including a ward or foster child.

2. "Occupying" means in, upon, getting in, on, out or off.

3. "Uninsured motor vehicle" means a land motor vehicle or trailer:

a. For which no liability bond or policy at the time of an accident provides at least the amounts required by the applicable law where a covered auto is principally garaged, or

b. For which the sum of all liability bonds or policies at the time of an accident provides at least the amounts required by the applicable law where a covered auto is principally garaged but their limits are less than the limit of this insurance, or

c. For which an insuring or bonding company denies coverage or is or becomes insolvent, or

d. Which is a hit-and-run vehicle and neither the driver nor

owner can be identified. The vehicle must hit an insured, a covered auto or a vehicle an insured is occupying.

However, "uninsured motor vehicle" does not include any vehicle:

a. Owned or operated by a self-insurer under any applicable motor vehicle law.

b. Owned by a governmental unit or agency.

c. Designed for use mainly off public roads while not on public roads.

#### B. WE WILL PAY

1. We will pay all sums the insured is legally entitled to recover as damages from the owner or driver of an uninsured motor vehicle. The damages must result from bodily injury sustained by the insured caused by an accident. The owner's or driver's liability for these damages must result from the ownership, maintenance or use of the uninsured motor vehicle.

2. If this insurance provides a limit in excess of the amounts required by the applicable law where a covered auto is principally garaged, we will pay only after all liability bonds or policies have been exhausted by judgments or payments.

3. Any judgment for damages arising out of a suit brought without our written consent is not binding on us.

### C. WE WILL NOT COVER — EXCLUSIONS.

The insurance does not apply to:

1. Any claim settled without our consent.
2. The direct or indirect benefit of any insurer or self-insurer under any workers' compensation, disability benefits or similar law.
3. Bodily injury sustained by you or any family member while occupying or struck by any vehicle owned by you or any family member which is not a covered auto.
4. Anyone using a vehicle without a reasonable belief that the person is entitled to do so.

### D. WHO IS INSURED.

1. You or any family member.
2. Anyone else occupying a covered auto or a temporary substitute for a covered auto. The covered auto must be out of service because of its breakdown, repair, servicing, loss or destruction.
3. Anyone for damages he is entitled to recover because of bodily injury sustained by another insured.

### E. OUR LIMIT OF LIABILITY.

1. Regardless of the number of covered autos, insureds, claims made or vehicles involved in the accident, our limit of liability is as follows:

The most we will pay for all damages resulting from bodily injury to any one person caused by any one accident is the limit shown in the Declarations for "each person".

Subject to the limit for "each person", the most we will pay for all damages resulting from bodily injury caused by any one accident is the limit shown in the Declarations for "each accident."

2. Any amount payable under this insurance shall be reduced by:

- a. All sums paid or payable under any workers' compensation, disability benefits or similar law, and
- b. All sums paid by or for anyone who is legally responsible, including all sums paid under the policy's LIABILITY

### INSURANCE.

3. Any amount paid under this insurance will reduce any amount an insured may be paid under the policy's LIABILITY INSURANCE.

### F. CHANGES IN CONDITIONS.

The CONDITIONS of the policy are changed for UNINSURED MOTORISTS INSURANCE as follows:

1. The reference in OTHER INSURANCE to "other collectible insurance" applies only to other collectible uninsured motorists insurance.

2. YOUR DUTIES AFTER ACCIDENT OR LOSS is changed by adding the following:

- a. Promptly notify the policy if a hit-and-run driver is involved, and
- b. Promptly send us copies of the legal papers if a suit is brought.

3. OUR RIGHT TO RECOVER FROM OTHERS is changed by adding the following:

If we make any payment and the insured recovers from another party, the insured shall hold the proceeds in trust for us and pay us back the amount we have paid.

4. The following Condition is added:

#### ARBITRATION

- a. If we and an insured disagree whether the insured is legally entitled to recover damages from the owner or driver of an uninsured motor vehicle or do not agree as to the amount of damages, either party may make a written demand for arbitration. In this event, each party will select an arbitrator. The two arbitrators will select a third. If they cannot agree within 30 days, either may request that selection be made by a judge of a court having jurisdiction. Each party will pay the expenses it incurs and bear the expenses of the third arbitrator equally.

- b. Unless both parties agree otherwise, arbitration will take place in the county in which the insured lives. Local rules of law as to arbitration procedure and evidence will apply. A decision agreed to by two of the arbitrators will be binding.

### PART VII — PHYSICAL DAMAGE

#### A. WE WILL PAY.

1. We will pay for loss to a covered auto or its equipment under:

- a. Comprehensive Coverage. From any cause except the covered auto's collision with another object or its overturn.

- b. Specified Perils Coverage. Caused by:

- (1) Fire or explosion;
- (2) Theft;
- (3) Windstorm, hail or earthquake;
- (4) Flood;
- (5) Mischief or vandalism;
- (6) The sinking, burning, collision or derailment of any conveyance transporting the covered auto.

- c. Collision Coverage. Caused by the covered auto's collision with another object or its overturn.

- d. Combined Physical Damage Coverage. From any cause including the covered auto's collision with another object or its overturn.

#### 2. Towing.

We will pay up to \$25 for towing and labor costs incurred each time a covered auto of the private passenger type is disabled. However, the labor must be performed at the place of disablement.

#### B. WE WILL ALSO PAY.

We will also pay up to \$10 per day to a maximum of \$30 for transportation expense incurred by you because of the total theft of a covered auto of the private passenger type. We will pay only for those covered autos for which you



carry either Comprehensive or Specified Perils Coverage. We will pay for transportation expenses incurred during the period beginning 48 hours after the theft and ending, regardless of the policy's expiration, when the covered auto is returned to use or we pay for its loss.

#### C. WE WILL NOT COVER — EXCLUSIONS.

This insurance does not apply to:

1. Wear and tear, freezing, mechanical or electrical breakdown unless caused by other loss covered by this policy.
2. Blowouts, punctures or other road damage to tires unless caused by other loss covered by this policy.
3. Loss caused by declared or undeclared war or insurrection or any of their consequences;
4. Loss caused by the explosion of a nuclear weapon or its consequences.
5. Loss caused by radioactive contamination.
6. Loss to tape decks or other sound reproducing equipment not permanently installed in a covered auto.
7. Loss to tapes, records or other sound reproducing devices designed for use with sound reproducing equipment.
8. Loss to any sound receiving equipment designed for use as a citizens' band radio, two-way mobile radio or telephone or scanning monitor receiver, including its antennas and other accessories, unless permanently installed in the dash or console opening normally used by the auto manufacturer for the installation of a radio.

#### D. HOW WE WILL PAY FOR LOSSES — THE MOST

#### WE WILL PAY.

##### 1. At our option we may:

- a. Pay for, repair or replace damaged or stolen property; or
- b. For theft, return the stolen property, at our expense. We will pay for any damage that results to the auto from the theft.

##### 2. The most we will pay for loss is the smaller of the following amounts:

- a. The amount shown in ITEM FOUR, Schedule of Autos You Own, in the Declarations.
- b. The actual cash value of the damaged or stolen property at the time of loss.

c. The cost of repairing or replacing the damaged or stolen property with other of like kind or quality.

3. For each covered auto, our obligation to pay for, repair, return or replace damaged or stolen property will be reduced by the applicable deductible shown in the Declarations. Any Comprehensive Coverage deductible shown in the Declarations does not apply to loss caused by fire or lightning.

#### E. GLASS BREAKAGE — HITTING A BIRD OR ANIMAL — FALLING OBJECTS OR MISSILES.

We will pay for glass breakage, loss caused by hitting a bird or animal or by falling objects or missiles under Comprehensive Coverage for the damaged covered auto. However, you have the option of having glass breakage caused by a covered auto's collision or overturn considered a loss under Collision Coverage.

### PART VIII — CONDITIONS

The insurance provided by this policy is subject to the following conditions:

#### A. YOUR DUTIES AFTER ACCIDENT OR LOSS.

1. You must promptly notify us or our agent of any accident or loss. You must tell us how, when and where the accident or loss happened. You must assist in obtaining the names and addresses of any injured persons and witnesses.
2. Additionally, you and other involved insureds must:
  - a. Cooperate with us in the investigation, settlement or defense of any claim or suit. No insured shall, except at his or her own cost, voluntarily make any payment, assume any obligation or incur any expense.
  - b. Immediately send us copies of any notices or legal papers received in connection with the accident or loss.
  - c. Submit at our expense and as often as we require to physical examinations by physicians we select.
  - d. Authorize us to obtain medical reports and other pertinent medical information.
3. Additionally, to recover for loss to a covered auto or its equipment you must do the following:
  - a. Permit us to inspect and appraise the damaged property before its repair or disposition.
  - b. Do what is reasonably necessary after loss at our expense

to protect the covered auto from further loss.

c. Submit a proof of loss when required by us.

d. Promptly notify the police if the covered auto or any of its equipment is stolen.

#### B. OTHER INSURANCE

1. For any covered auto you own this policy provides primary insurance. For any covered auto you don't own, the insurance provided by this policy is excess over any other collectible insurance. However, while a covered auto which is a trailer is connected to another vehicle the liability coverage this policy provides for the trailer:

a. Is excess while it is connected to a motor vehicle you don't own.

b. Is primary while it is connected to a covered auto you own.

2. When two or more policies cover on the same basis, either excess or primary, we will pay only our share. Our share is the proportion that the limit of our policy bears to the total of the limits of all the policies covering on the same basis.

#### C. OUR RIGHT TO RECOVER FROM OTHERS.

If we make any payment, we are entitled to recover what we paid from other parties. Any person to or for whom we make payment must transfer to us his or her rights of



recovery against any other party. This person must do everything necessary to secure these rights and must do nothing that would jeopardize them.

#### **D. CANCELLING THIS POLICY DURING THE POLICY PERIOD.**

1. You must cancel the policy by returning it to us or by giving us advance notice of the date cancellation is to take effect.
2. We may cancel the policy by mailing you at least 10 days notice at your last address known by us. We may deliver any notice instead of mailing it. Proof of mailing of any notice will be sufficient proof of notice.
3. The effective date of cancellation stated in the notice shall become the end of the policy period.
4. If this policy is cancelled, you may be entitled to a premium refund. If so, we will send you the refund. However, making or offering to make the refund is not a condition of cancellation. If you cancel, the refund, if any, will be computed in accordance with the customary short rate procedure. If we cancel, the refund, if any, will be computed pro rata.

#### **E. LEGAL ACTION AGAINST US.**

No legal action may be brought against us until there has been full compliance with all the terms of this policy. In addition, under LIABILITY INSURANCE, no legal action may be brought against us until we agree in writing that the insured has no obligation to pay or until the amount of that obligation has been finally determined by judgment after trial. No person or organization has any right under this policy to bring us into any action to determine the liability of the insured.

#### **F. INSPECTION.**

At our option we may inspect your property and operations at any time. These inspections are for our benefit only. By our right to inspect or by our making any inspection we make no representation that your property or operations are safe, not harmful to health or comply with any law, rule or regulation.

#### **G. CHANGES.**

This policy contains all the agreements between you and us. Its terms may not be changed or waived except by endorsement issued by us. If a change requires a premium adjustment, we will adjust the premium as of the effective date of change. If we revise this policy form to provide more coverage without additional premium charge your policy will automatically provide the additional coverage as of the date the revision is effective in your state.

#### **H. TRANSFER OF YOUR INTEREST IN THIS POLICY.**

Your rights and duties under this policy may not be assigned without our written consent.

#### **I. NO BENEFIT TO BAILEE — PHYSICAL DAMAGE INSURANCE ONLY.**

We will not recognize any assignment or grant any coverage for the benefit of any person or organization holding, storing or transporting property for a fee regardless of any other provision of this policy.

#### **J. BANKRUPTCY.**

Bankruptcy or insolvency of the insured shall not relieve us of any obligations under this policy.

#### **K. APPRAISAL FOR PHYSICAL DAMAGE LOSSES.**

1. If you and we fail to agree as to the amount of loss either may demand an appraisal of the loss. In such event, you and we shall each select a competent appraiser, and the appraisers shall select a competent and disinterested umpire. The appraisers shall state separately that actual cash value and the amount of loss, and, failing to agree, shall submit their differences to the umpire. An award in writing of any two shall determine the amount of loss. You and we shall each pay the chosen appraiser and shall bear equally the other expenses of the appraisal and umpire.

2. We shall not be held to have waived any of our rights by any act relating to appraisal.

#### **L. TWO OR MORE POLICIES ISSUED BY US.**

If this policy and any other policy issued to you by us or any company affiliated with us apply to the same accident, the aggregate maximum limit of liability under all the policies shall not exceed the highest applicable limit of liability under any one policy. This condition does not apply to any policy issued by us or an affiliated company specifically to apply as excess insurance over this policy.

#### **M. ESTIMATED ANNUAL PREMIUM.**

The estimated annual premium for this policy is based on the exposures you told us you would have when this policy began.

We will compute your final premium due when we determine your actual exposures. The estimated annual premium will be credited against the final premium due and you will be billed for the balance, if any. If the estimated annual premium exceeds the final premium due you will get a refund. To determine your final premium due we may examine your records at any time during the period of coverage and up to three years afterward. If this policy is issued for more than one year, the premium shall be computed annually based on our rates or premiums in effect at the beginning of each year of the policy.

### **NUCLEAR ENERGY LIABILITY EXCLUSION ENDORSEMENT (BROAD FORM)**

This endorsement modifies the provisions of this policy relating to all Medical Payments and Automobile Liability Insurance. It is agreed that:

1. This policy does not apply:

A. Under any Liability Coverage, to bodily injury or property damage

(1) with respect to which an insured under this policy is also an insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters or Nuclear Insurance



Association of Canada, or would be an insured under any such policy but for its termination upon exhaustion of its limit of liability; or

(2) resulting from hazardous properties of nuclear material and with respect to which (a) any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or (b) the insured is, or had this policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization.

B. Under any Medical Payments Coverage, or under any Supplementary Payments provision relating to first aid, to expenses incurred with respect to bodily injury resulting from the hazardous properties of nuclear material and arising out of the operation of a nuclear facility by any person or organization.

C. Under any Liability Coverage, to bodily injury or property damage resulting from the hazardous properties of nuclear material, if

(1) the nuclear material (a) is at any nuclear facility owned by, or operated by or on behalf of, an insured or (b) has been discharged or dispersed therefrom;

(2) the nuclear material is contained in spent fuel or waste at any time possessed, handled, used, processed, stored, transported or disposed of by or on behalf of an insured; or

(3) the bodily injury or property damage arises out of the furnishing by an insured of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any nuclear facility, but if such facility is located within the United States of America, its territories or possessions or Canada, this exclusion (3) applies only to property damage to such nuclear facility and any property thereat.

II. As used in this endorsement:

"hazardous properties" include radioactive, toxic or explosive properties;

"nuclear material" means source material, special nuclear

material or byproduct material;

"source material", "special nuclear material", and "by-product material" have the meanings given them in the Atomic Energy Act of 1954 or in any law amendatory thereof;

"spent fuel" means any fuel element or fuel component solid or liquid, which has been used or exposed to radiation in a nuclear reactor;

"waste" means any waste material

(a) containing by-product material other than the tailings or wastes produced by the extraction or concentration of uranium or thorium from any ore processed primarily for its source material content, and

(b) resulting from the operation by any person or organization of any nuclear facility included under the first two paragraphs of the definition of nuclear facility;

"nuclear facility" means

(a) any nuclear reactor.

(b) any equipment or device designed or used for (1) separating the isotopes of uranium or plutonium, (2) processing or utilizing spent fuel, or (3) handling, processing or packaging waste.

(c) any equipment or device used for the processing, fabricating or alloying of special nuclear material if at any time the total amount of such material in the custody of the insured at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235.

(d) any structure, basic, excavation, premises or place prepared or used for the storage or disposal of waste, and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations;

"nuclear reactor" means any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable material.

"property damage" includes all forms of radioactive contamination of property.

IN WITNESS WHEREOF, we have caused this policy to be signed by our President and Secretary, but it shall not be binding upon us unless it is countersigned on the General Declarations page by one of our duly authorized agents.

SECRETARY

*John Benedict*

PRESIDENT

*William A. Schmidt*

COMMERCIAL COVERAGE

BUSINESS AUTO POLICY  
GARAGE POLICY  
TRUCKERS' POLICY

POLICY AMENDMENT

Mexico Endorsement

101609—11-82 REV

This policy is extended to apply while any covered auto is being operated in the Republic of Mexico for a period not exceeding ten days at any one time. It is agreed that such

insurance as is provided by this policy only by reason of the terms of this paragraph shall be excess insurance over any other valid and collectible insurance available to you.

WARNING

Unless you have automobile insurance written by a Mexican insurance company, you may spend many hours or days in jail, if you have an accident in Mexico. Insurance coverage should be secured from a company

licensed under the laws of Mexico to write such insurance in order to avoid complications and some other penalties possible under the laws of Mexico, including the possible impoundment of your auto.

This Form must be attached to Change Endorsement when issued after the Policy is written.

ONE OF THE FIREMAN'S FUND INSURANCE COMPANIES AS NAMED IN THE POLICY

11 XCL

*William H. Halperin?*  
PRESIDENT

STOCK NO. 101609—11-82 (REV)

FFIC\_EPA\_0000293



**COMMERCIAL AUTOMOBILE  
COVERAGE**

**POLICY AMENDMENT**

**BUSINESS AUTO POLICY  
GARAGE POLICY  
TRUCKERS' POLICY**

**Drive Other Car Coverage—Broadened  
Coverage for Named Individuals**

**CA 99 10 12 80**

**IF THE FOLLOWING INFORMATION IS NOT COMPLETE, REFER TO THE APPROPRIATE DECLARATIONS ATTACHED TO THE POLICY.**

INSURED	POLICY NUMBER	SEQUENTIAL NO.
PRODUCER	EFFECTIVE DATE	

**DECLARATIONS**

**THE INSURANCE AFFORDED BECAUSE OF THE NAMING BELOW OF ANY INDIVIDUAL IS ONLY WITH RESPECT TO SUCH OF THE FOLLOWING COVERAGES FOR WHICH AN "X" HAS BEEN PLACED IN THE APPROPRIATE BOX:**

COVERAGES: ☐ LIABILITY ☐ AUTO MEDICAL PAYMENTS ☐ UNINSURED MOTORIST ☐ COMPREHENSIVE ☐ \$50 DEDUCTIBLE COLLISION

NAME OF INDIVIDUAL:

This endorsement changes only those coverages listed in the Declarations page. Each of those coverages is changed as follows:

**A. PHRASE WITH SPECIAL MEANING**

In addition to WORDS AND PHRASES WITH SPECIAL MEANING in this policy, the follow phrase has special meaning in this endorsement:

1. "Family member" means a person related to the individual named in the Declarations for this endorsement by blood, marriage or adoption who is a resident of the individual's household, including a ward or foster child.

**B. CHANGES IN LIABILITY INSURANCE**

1. Any **auto you don't own**, hire or borrow is a covered **auto** for LIABILITY INSURANCE while being used by any individual named in the Declarations for this endorsement or by his or her spouse while a resident of the same household except:

- Any **auto** owned by that individual or by any member of his or her household.
- Any **auto** used by that individual or his or her spouse while working in a business of selling, servicing, repairing or parking autos.

2. The following is added to WHO IS INSURED:

Any individual named in the Declarations for this endorsement and his or her spouse, while a resident of the same household, are **insureds** while using any covered **auto** described in paragraph B. 1. of this endorsement.

**C. CHANGES IN AUTO MEDICAL PAYMENTS AND UNINSURED MOTORISTS INSURANCE**

The following is added to WHO IS INSURED.

Any individual named in the Declarations for this endorsement and his or her **family members** are **insureds** while **occupying**, or while a pedestrian when being struck by, any **auto you don't own** except:

Any **auto** owned by that individual or by any **family member**.

**D. CHANGES IN PHYSICAL DAMAGE INSURANCE**

Any private passenger type **auto you don't own**, hire or borrow is a covered **auto** while in the care, custody or control of any individual named in the Declarations for this endorsement or his or her spouse while resident of the same household except:

- Any **auto** owned by that individual or by any member of his or her household.
- Any **auto** used by that individual or his or her spouse while working in a business of selling, servicing, repairing or parking autos.

This Form must be attached to Change Endorsement when issued after the Policy is written.

ONE OF THE FIREMAN'S FUND INSURANCE COMPANIES, AS NAMED IN THE POLICY

11XCL

*Myron R. Bain*  
PRESIDENT

STOCK NO. CA 99 10 12 80

BRANCH COPY  
FFIC\_LFA\_0606294

COMMERCIAL AUTOMOBILE  
COVERAGE

POLICY AMENDMENT

BUSINESS AUTO POLICY  
GARAGE POLICY  
TRUCKERS' POLICY

Loss Payable Clause

CA 99 19 01 78

IF THE FOLLOWING INFORMATION IS NOT COMPLETE, REFER TO THE APPROPRIATE DECLARATIONS ATTACHED TO THE POLICY.

INSURED	POLICY NUMBER	SEQUENTIAL NO.
PRODUCER	EFFECTIVE DATE	

DECLARATIONS

LOSS PAYEE

APPLICABLE TO COVERED  
AUTO IDENTIFIED AS

- A. We will pay you and the loss payee named in the Declarations for loss to a covered auto, as interest may appear.
- B. The insurance covers the interest of the loss payee unless the loss results from fraudulent acts or omissions on your part.
- C. We may cancel the policy as allowed by CANCEL-

LING THIS POLICY DURING THE POLICY PERIOD. Cancellation ends this agreement as to the loss payee's interest. If we cancel the policy we will mail you and the loss payee the same advance notice.

D. If we make any payment to the loss payee, we will obtain his rights against any other party.

This Form must be attached to Change Endorsement when issued after the Policy is written.

ONE OF THE FIREMAN'S FUND INSURANCE COMPANIES AS NAMED IN THE POLICY

*William H. Delaney*

11-XCL

PRESIDENT

STOCK NO. CA 99 19 01 78

BRANCH COPY  
FFIC\_11A\_0000295

This endorsement modifies such insurance as is afforded by the provisions of the policy relating to the following:  
COMPREHENSIVE AUTOMOBILE LIABILITY INSURANCE — BASIC AUTOMOBILE LIABILITY INSURANCE

AMENDMENT OF DEFINITION OF "AUTOMOBILE BUSINESS" — CALIFORNIA

It is agreed that the definition of "automobile business" in this policy is deleted and replaced by the following:

"automobile business" means the business or occupation of selling, repairing, servicing, delivering, testing, road-testing, parking, or storing automobiles.

FIREMAN'S FUND INSURANCE COMPANY  
THE AMERICAN INSURANCE COMPANY  
NATIONAL SURETY CORPORATION  
ASSOCIATED INDEMNITY CORPORATION  
AMERICAN AUTOMOBILE INSURANCE COMPANY

71-X

*Myron Du Bois*

PRESIDENT

100904-8-74



**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**UNINSURED MOTORISTS INSURANCE — BODILY INJURY  
(CALIFORNIA)**

**A. WORDS AND PHRASES WITH SPECIAL MEANING**

In addition to the WORDS AND PHRASES WITH SPECIAL MEANING in the policy, the following words and phrases have special meaning for UNINSURED MOTORISTS INSURANCE — BODILY INJURY (CALIFORNIA):

1. "Family member" means your spouse, whether or not a resident of your household, and any other person related to you by blood, marriage or adoption who is a resident of your household, including a ward or foster child.
2. "Occupying" means in, upon, getting in, on, out or off.
3. "Uninsured motor vehicle" means a land motor vehicle or trailer:
  - a. For which no liability bond or policy at the time of an accident provides at least the amounts required by the applicable law where a covered auto is principally garaged, or
  - b. For which the sum of all liability bonds or policies at the time of an accident provides at least the amounts required by the applicable law where a covered auto is principally garaged but their limits are less than the limit of this insurance, or
  - c. For which the insuring or bonding company denies coverage or refuses to admit coverage except conditionally or with reservation or becomes insolvent, or
  - d. Which is a hit-and-run vehicle and neither the driver nor owner can be identified. The vehicle must hit an insured, a covered auto or a vehicle an insured is occupying.

However, "uninsured motor vehicle" does not include any vehicle:

- a. Owned or operated by a self-insurer under any applicable motor vehicle law.
- b. Owned by a governmental unit or agency.
- c. Designed for use mainly off public roads while not on public roads.

**B. WE WILL PAY**

1. We will pay all sums the insured is legally entitled to recover as damages from the

owner or driver of an uninsured motor vehicle. The damages must result from bodily injury sustained by the insured caused by an accident. The owner's or driver's liability for these damages must result from the ownership, maintenance or use of the uninsured motor vehicle.

2. If this insurance provides a limit in excess of the amounts required by the applicable law where a covered auto is principally garaged, we will pay only after all liability bonds or policies have been exhausted by judgments or payments.
3. Any judgment for damages arising out of a suit brought without our written consent is not binding on us.

**C. WE WILL NOT COVER — EXCLUSIONS**

This insurance does not apply to:

1. Any claim settled without our consent.
2. The direct or indirect benefit of any insurer or self-insurer under any workers' compensation, disability or similar law to the direct benefit of the United States, a state or its political subdivisions.
3. Bodily injury sustained by you or any family member while occupying or struck by any vehicle owned by you or any family member which is not a covered auto.
4. Anyone using a vehicle without a reasonable belief that the person is entitled to do so.

**D. WHO IS INSURED**

1. You or any family member.
2. Anyone else occupying a covered auto or a temporary substitute for a covered auto. The covered auto must be out of service because of its breakdown, repair, servicing, loss or destruction.
3. Anyone for damages he is entitled to recover because of bodily injury sustained by another insured.

**E. OUR LIMIT OF LIABILITY**

1. Regardless of the number of covered autos, insureds, claims made or vehicles involved in the accident, the most we will pay for all damages resulting from any one accident is the limit of UNINSURED MOTORISTS INSURANCE shown in the declarations.

2. Any loss payable under this insurance shall be reduced by:

- a. All sums paid or payable under any workers' compensation law exclusive of non-occupational disability benefits, and
- b. All sums paid by or for anyone who is legally responsible, including all sums paid under the policy's LIABILITY INSURANCE.

**F. CHANGES IN CONDITIONS**

The Conditions of the policy are changed for UNINSURED MOTORISTS INSURANCE — BODILY INJURY (CALIFORNIA) as follows:

**1. OTHER INSURANCE**

- a. For bodily injury sustained by an insured while occupying an auto he does not own, UNINSURED MOTORISTS INSURANCE does not apply if the owner of the auto has uninsured motorists insurance.
- b. Except as provided in paragraph a, if an insured has other uninsured motorists insurance, the damages shall be deemed not to exceed the higher of the applicable limits of the respective coverages. We will pay only our share of these damages. Our share is the proportion that the limit of UNINSURED MOTORISTS INSURANCE bears to the total of the limits of all uninsured motorists insurance.

**2. YOUR DUTIES AFTER ACCIDENT OR LOSS is changed by adding the following:**

- a. Promptly notify the police if a hit-and-run driver is involved, and
- b. Promptly send us copies of the legal papers if a suit is brought.

**3. OUR RIGHT TO RECOVER FROM OTHERS is changed by adding the following:**

If we make any payment and the insured recovers from another party, the insured shall hold the proceeds in trust for us and pay us back the amount we have paid.

**4. LEGAL ACTION AGAINST US is changed to read:**

No legal action may be brought against us until there has been full compliance with all the terms of this policy nor unless within one year from the date of the accident:

- a. Suit for bodily injury has been filed against the uninsured motorist in a court of competent jurisdiction, or
- b. Agreement as to the amount due under this insurance has been concluded, or
- c. The insured has formally instituted legal proceedings.

**5. The following Condition is added:**

**ARBITRATION**

- a. If we and an insured disagree whether the insured is legally entitled to recover damages from the owner or driver of an uninsured motor vehicle or do not agree as to the amount of damages, either party may make a written demand for arbitration. In this event the disagreement will be settled by a single neutral arbitrator. Each party will bear the expenses of the arbitrator equally.
- b. Unless both parties agree otherwise, arbitration will take place in the county in which the insured lives. Local rules of law as to arbitration procedures and evidence will apply. The decision of the arbitrator will be binding.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**CHANGES IN POLICY—CALIFORNIA**

**LIABILITY INSURANCE** for a covered auto licensed or principally garaged in, or garage operations conducted in California is changed as follows:

Any damages otherwise payable under **LIABILITY INSURANCE** to the owner or operator of an uninsured motor vehicle shall be reduced by all sums paid or payable to an insured under **UNINSURED MOTORISTS INSURANCE—BODILY INJURY (CALIFORNIA)** or **UNINSURED MOTORISTS INSURANCE—PROPERTY DAMAGE (CALIFORNIA)**. This provision applies only if the claim of the insured and the claim of the owner or operator of the uninsured motor vehicle result from the same accident.



POLICY NUMBER 2 49 MXC 8000 85 34

Named Insured  
ANGELES CHEMICAL CO. INC.

Sequential Endorsement No.  
001

Page  
1



**CHANGE ENDORSEMENT**

Effective 01/01/86, 12:01 A.M.,  
Standard Time at the address of the insured

This is an Endorsement only. Other than changes shown, all other pre-existing coverage remains in full force and effect. Premium adjustments are shown.

**PREMIUM SUMMARY:**

**ADDITIONAL PREMIUM DUE NOW**

**\$5,121.00**

The Premium shown includes Adjustable Premium(s). Refer to Premium Adjustment Information attached.

THE FOLLOWING CHANGES APPLY TO ITEM TWO OF THE BUSINESS AUTO POLICY DECLARATIONS:

**AUTO MEDICAL PAYMENTS INSURANCE LIMITS ARE AMENDED AS FOLLOWS:**

AUTO MEDICAL PAYMENTS INSURANCE \$ 5,000 EACH PERSON  
BUSINESS AUTO POLICY - THE FOLLOWING ITEMS ARE ADDED TO THE SCHEDULE OF COVERED AUTOS YOU OWN:

AUTO NO.	YR	VEHICLE DESCRIPTION AND GARAGE LOCATION	VEHICLE ID NO.	OTC COV	OTC LIMIT	OTC DED	COLL DED
0046	86	OLDS CUTLASS RIVERSIDE CA	3295	COMP		\$ 100	\$ 250
0047	85	INTERNATIONAL STK BED TR 1534 SANTA FE SPRINGS CA 90670		COMP		\$ 500	\$ 500

AUTO NO.	LIAB	MED	UM	UIM	PIP	PPI	OTC	COLL	TOW
0046	X	X	X				X	X	
0047							X	X	

Countersignature:

Producer: MAX BEHM & ASSOCIATES, INC

Date: 08/28/86

CHANGE ENDORSEMENT CONTINUED ON PAGE 2

FFIC\_EPA\_0000300

POLICY NUMBER 2 49 MXC 8000 65 34

Named Insured  
ANGELES CHEMICAL CO. INC.

Sequential Endorsement No. Page  
001 (continued) 2



BUSINESS AUTO POLICY - UNDER ITEM FOUR THE FOLLOWING LOSS PAYEES ARE ADDED TO THE POLICY AS FOLLOWS:

LOSS PAYEES: EXCEPT FOR TOWING, ALL PHYSICAL DAMAGE LOSS IS PAYABLE TO YOU AND THE LOSS PAYEE NAMED BELOW AS INTEREST MAY APPEAR AT TIME OF THE LOSS

NAME AND ADDRESS OF LOSS PAYEE

GMAC

P.O. BOX 5000

WESTMINSTER

CA 92683

AS RESPECTS AUTO NO. (9)0046

THE DESCRIPTIONS FOR THE FOLLOWING ITEMS IN THE SCHEDULE OF COVERED AUTOS YOU OWN ARE AMENDED TO READ:

AUTO NO.	YR	VEHICLE DESCRIPTION AND GARAGE LOCATION	VEHICLE ID NO.
0020	80	OLDS COVINA CA	6964
0025	81	TOYOTA CELICA WHITTIER CA	1829
0033	84	JAGUAR XJS COUPE COVINA CA	3009
0043	85	CHRYSLER NEW YORKER FULLERTON CA	8104
0044	85	OLDS CUTLASS SEDAN MONROVIA CA	2493
0045	88	OLDS CIERRA SEDAN NEWPORT BEACH CA	6064

ENDORSEMENTS - OTHER AUTOMOBILE COVERAGE

002 ADDING ADDITIONAL INSURED-LESSOR  
CA2001 12-80

PER COMPLETED FORM ATTACHED.

END OF CHANGE ENDORSEMENT

FFIC\_EPA\_0000301

**ADDITIONAL INSURED — LESSOR**  
(CA 20 01 12 80)

INSURED	POLICY NUMBER <b>2-49 MXC 80006534</b>
PRODUCER	EFFECTIVE DATE

INSURANCE COMPANY <b>FIREMAN'S FUND</b>		POLICY NUMBER <b>2-49 MXC 80006534</b>
EFFECTIVE DATE <b>1-1-86</b>	EXPIRATION DATE <b>1-1-87</b>	
NAMED INSURED AND ADDRESS <b>ANGELES CHEMICAL CO., INC., ETAL P.O. BOX 2163 SANTA FE SPRINGS, CA. 90670</b>		
ADDITIONAL INSURED (LESSOR) <b>DICK BROWNING LEASING 18803 STUDEBAKER RD. CERRITOS, CA. 90701</b>		
DESIGNATION OR DESCRIPTION OF LEASED AUTOS <b>AUTO #0044 1985 OLDS CIERA SEDAN #2493</b>		

This endorsement provides only those coverages for which an entry is shown by "X" in the applicable box.

COVERAGES	LIMITS OF LIABILITY	
LIABILITY	EACH PERSON	EACH ACCIDENT
<input checked="" type="checkbox"/> COMBINED BODILY INJURY AND PROPERTY DAMAGE LIABILITY	XXXXXXXXXX	\$ 500,000.
<input type="checkbox"/> BODILY INJURY LIABILITY	\$	\$
<input type="checkbox"/> PROPERTY DAMAGE LIABILITY	XXXXXXXXXX	\$
<input type="checkbox"/> PERSONAL INJURY PROTECTION (OR EQUIVALENT NO-FAULT COVERAGE)	\$	
<input type="checkbox"/> COMBINED PHYSICAL DAMAGE	ACTUAL CASH VALUE OR COST OF REPAIR WHICHEVER IS LESS; MINUS: \$ For Each Covered Auto	
<input checked="" type="checkbox"/> COMPREHENSIVE	ACTUAL CASH VALUE OR COST OF REPAIR WHICHEVER IS LESS; MINUS: \$ 100. For Each Covered Auto	
<input checked="" type="checkbox"/> COLLISION	ACTUAL CASH VALUE OR COST OF REPAIR WHICHEVER IS LESS; MINUS: \$ 250. For Each Covered Auto	
<input type="checkbox"/> SPECIFIED PERILS	ACTUAL CASH VALUE OR COST OF REPAIR WHICHEVER IS LESS; MINUS: \$ For Each Covered Auto	

ONE OF THE <b>FIREMAN'S FUND INSURANCE COMPANIES</b> AS NAMED IN THE POLICY	COUNTERSIGNATURE OF AUTHORIZED AGENT <i>William H. Delaney</i> PRESIDENT 10-X
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**A. PHRASE WITH SPECIAL MEANING**

In addition to the WORDS AND PHRASES WITH SPECIAL MEANING in the policy, the following phrase has special meaning in this endorsement:

**"Leased auto"** means an auto leased to you for one year or more, including any substitute; replacement or extra auto needed to meet seasonal or other needs, under a leasing agreement which requires you to provide direct primary insurance for the lessor.

- B. Any leased auto designated or described in this endorsement will be considered a covered auto you own and not a covered auto you hire or borrow. For a covered auto which is a leased auto WHO IS INSURED is changed to include as an Insured the lessor named in this endorsement. However, the lessor is an insured only for bodily injury or property damage resulting from the acts or omissions of:

1. You
2. Any of your employees or agents.
3. Any person, except the lessor or any employee or agent of the lessor, operating a leased auto with the permission of any of the above.

**C. LOSS PAYABLE CLAUSE**

1. We will pay you and the lessor named in this endorsement for loss to a leased auto, as interest may appear.
2. The insurance covers the interest of the lessor unless the loss results from fraudulent acts or omissions on your part.
3. If we make any payment to the lessor, we will obtain his rights against any other party.

**D. CANCELLATION**

1. If we cancel the policy, we will mail notice to the lessor in accordance with CANCELLING THIS POLICY DURING THE POLICY PERIOD.
2. If you cancel the policy, we will mail notice to the lessor.
3. Cancellation ends this agreement.

- E. The lessor is not liable for payment of your premiums.

**ADDITIONAL INSURED — LESSOR**  
(CA 20 01 12 80)

INSURED	POLICY NUMBER <b>2-49 MXC 80006534</b>
PRODUCER	EFFECTIVE DATE

INSURANCE COMPANY <b>FIREMAN'S FUND</b>		POLICY NUMBER <b>2-49 MXC 80006534</b>	
EFFECTIVE DATE <b>1-1-85</b>		EXPIRATION DATE <b>1-1-86</b>	
NAMED INSURED AND ADDRESS <b>ANGELES CHEMICAL CO., INC., ETAL</b> <b>P.O. BOX 2163</b> <b>SANTA FE SPRINGS, CA. 90670</b>			
ADDITIONAL INSURED (LESSOR) <b>DICK BROWNING LEASING</b> <b>P.O. BOX 367</b> <b>CERRITOS, CA. 90701</b>			
DESIGNATION OR DESCRIPTION OF LEASED AUTOS <b>#45 86 OLDS CIERRA SEDAN #6064</b>			

This endorsement provides only those coverages for which an entry is shown by "X" in the applicable box.

COVERAGES	LIMITS OF LIABILITY	
LIABILITY	EACH PERSON	EACH ACCIDENT
<input checked="" type="checkbox"/> COMBINED BODILY INJURY AND PROPERTY DAMAGE LIABILITY	XXXXXXXXXX	\$ 500,000.
<input type="checkbox"/> BODILY INJURY LIABILITY	\$	\$
<input type="checkbox"/> PROPERTY DAMAGE LIABILITY	XXXXXXXXXX	\$
<input type="checkbox"/> PERSONAL INJURY PROTECTION (OR EQUIVALENT NO-FAULT COVERAGE)	\$	
<input type="checkbox"/> COMBINED PHYSICAL DAMAGE	ACTUAL CASH VALUE OR COST OF REPAIR WHICHEVER IS LESS; MINUS: \$ For Each Covered Auto	
<input checked="" type="checkbox"/> COMPREHENSIVE	ACTUAL CASH VALUE OR COST OF REPAIR WHICHEVER IS LESS; MINUS: \$ 100. For Each Covered Auto	
<input checked="" type="checkbox"/> COLLISION	ACTUAL CASH VALUE OR COST OF REPAIR WHICHEVER IS LESS; MINUS: \$ 250. For Each Covered Auto	
<input type="checkbox"/> SPECIFIED PERILS	ACTUAL CASH VALUE OR COST OF REPAIR WHICHEVER IS LESS; MINUS: \$ For Each Covered Auto	

ONE OF THE <b>FIREMAN'S FUND INSURANCE COMPANIES</b> AS NAMED IN THE POLICY	COUNTERSIGNATURE OF AUTHORIZED AGENT <i>William H. Belmont</i> PRESIDENT 10-X
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**A. PHRASE WITH SPECIAL MEANING**

In addition to the WORDS AND PHRASES WITH SPECIAL MEANING in the policy, the following phrase has special meaning in this endorsement:

**"Leased auto"** means an auto leased to you for one year or more, including any substitute, replacement or extra auto needed to meet seasonal or other needs, under a leasing agreement which requires you to provide direct primary insurance for the lessor.

- B. Any leased auto designated or described in this endorsement will be considered a covered auto you own and not a covered auto you hire or borrow. For a covered auto which is a leased auto WHO IS INSURED is changed to include as an insured the lessor named in this endorsement. However, the lessor is an insured only for bodily injury or property damage resulting from the acts or omissions of:

1. You
2. Any of your employees or agents.
3. Any person, except the lessor or any employee or agent of the lessor, operating a leased auto with the permission of any of the above.

**C. LOSS PAYABLE CLAUSE**

1. We will pay you and the lessor named in this endorsement for loss to a leased auto, as interest may appear.
2. The insurance covers the interest of the lessor unless the loss results from fraudulent acts or omissions on your part.
3. If we make any payment to the lessor, we will obtain his rights against any other party.

**D. CANCELLATION**

1. If we cancel the policy, we will mail notice to the lessor in accordance with CANCELLING THIS POLICY DURING THE POLICY PERIOD.
2. If you cancel the policy, we will mail notice to the lessor.
3. Cancellation ends this agreement.

- E. The lessor is not liable for payment of your premiums.



**ADDITIONAL INSURED — LESSOR**  
(CA 20 01 12 80)

INSURED	POLICY NUMBER <b>2 49 MXC 8000 6534</b>
PRODUCER	EFFECTIVE DATE <b>1-1-86</b>

INSURANCE COMPANY <b>FIREMAN'S FUND</b>		POLICY NUMBER <b>2 49 MXC 8000 6534</b>	
EFFECTIVE DATE <b>1-1-86</b>		EXPIRATION DATE <b>1-1-87</b>	
NAMED INSURED AND ADDRESS <b>ANGELES CHEMICAL CO., INC. AND STALLION TANK LINES, INC. P.O. BOX 2163 SANTA FE SPRINGS, CA 90670</b>			
ADDITIONAL INSURED (LESSOR) <b>DICK BROWNING LEASING 18803 STUDEBAKER CERRITOS, CA 90701</b>			
DESIGNATION OR DESCRIPTION OF LEASED AUTOS  <b>VEHICLE # 0046 1986 OLDS CUTLASS 10 # 3295</b>			

This endorsement provides only those coverages for which an entry is shown by "X" in the applicable box.

COVERAGES		LIMITS OF LIABILITY	
LIABILITY		EACH PERSON	EACH ACCIDENT
<input checked="" type="checkbox"/> COMBINED BODILY INJURY AND PROPERTY DAMAGE LIABILITY		XXXXXXXXXX	\$ 500,000.
<input type="checkbox"/> BODILY INJURY LIABILITY		\$	\$
<input type="checkbox"/> PROPERTY DAMAGE LIABILITY		XXXXXXXXXX	\$
<input type="checkbox"/> PERSONAL INJURY PROTECTION (OR EQUIVALENT NO-FAULT COVERAGE)		\$	
<input type="checkbox"/> COMBINED PHYSICAL DAMAGE	ACTUAL CASH VALUE OR COST OF REPAIR WHICHEVER IS LESS; MINUS: \$ For Each Covered Auto		
<input checked="" type="checkbox"/> COMPREHENSIVE	ACTUAL CASH VALUE OR COST OF REPAIR WHICHEVER IS LESS; MINUS: \$ 100. For Each Covered Auto		
<input checked="" type="checkbox"/> COLLISION	ACTUAL CASH VALUE OR COST OF REPAIR WHICHEVER IS LESS; MINUS: \$ 250. For Each Covered Auto		
<input type="checkbox"/> SPECIFIED PERILS	ACTUAL CASH VALUE OR COST OF REPAIR WHICHEVER IS LESS; MINUS: \$ For Each Covered Auto		

9-2-86:ES

CORRESPONDS TO ENDT #001

ONE OF THE <b>FIREMAN'S FUND INSURANCE COMPANIES</b> AS NAMED IN THE POLICY <i>William H. Schmidt</i> PRESIDENT 10-X	COUNTERSIGNATURE OF AUTHORIZED AGENT
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101474-2-81

Page 1 of 2

FFIC\_EPA\_0000306

**A. PHRASE WITH SPECIAL MEANING**

In addition to the WORDS AND PHRASES WITH SPECIAL MEANING in the policy, the following phrase has special meaning in this endorsement:

"Leased auto" means an auto leased to you for one year or more, including any substitute, replacement or extra auto needed to meet seasonal or other needs, under a leasing agreement which requires you to provide direct primary insurance for the lessor.

- B.** Any leased auto designated or described in this endorsement will be considered a covered auto you own and not a covered auto you hire or borrow. For a covered auto which is a leased auto WHO IS INSURED is changed to include as an insured the lessor named in this endorsement. However, the lessor is an insured only for bodily injury or property damage resulting from the acts or omissions of:

1. You
2. Any of your employees or agents.
3. Any person, except the lessor or any employee or agent of the lessor, operating a leased auto with the permission of any of the above.

**C. LOSS PAYABLE CLAUSE**

1. We will pay you and the lessor named in this endorsement for loss to a leased auto, as interest may appear.
2. The insurance covers the interest of the lessor unless the loss results from fraudulent acts or omissions on your part.
3. If we make any payment to the lessor, we will obtain his rights against any other party.

**D. CANCELLATION**

1. If we cancel the policy, we will mail notice to the lessor in accordance with CANCELLING THIS POLICY DURING THE POLICY PERIOD.
2. If you cancel the policy, we will mail notice to the lessor.
3. Cancellation ends this agreement.

- E.** The lessor is not liable for payment of your premiums.

COMMERCIAL COVERAGE

CHANGE ENDORSEMENT

BASIC  
COVERAGE  
TITLE

GENERAL LIABILITY  
ADDITIONAL INSURED  
(VENDORS-BROAD FORM)

FORM  
NO.

105237-7-79 REV.

IF THE FOLLOWING INFORMATION IS NOT COMPLETE, REFER TO THE APPROPRIATE DECLARATIONS ATTACHED TO THE POLICY.

INSURED	POLICY NUMBER	SEQUENTIAL NO.
ANGELES CHEMICAL CO., INC.	2-49 MXC80006534	001-A
PRODUCER	EFFECTIVE DATE	
MAX BEHM & ASSOCIATES	10-1-86	

DECLARATIONS

THE PREMIUM FOR THIS POLICY AMENDMENT IS INCLUDED IN THE PREMIUM SHOWN ON THE GENERAL DECLARATIONS UNLESS A SPECIFIC AMOUNT IS SHOWN HERE:

☒ ADDITIONAL PREMIUM \$ AT AUDIT

☐ RETURN PREMIUM \$

THE ABOVE FORM IS ADDED PER ATTACHED.

AMENDMENT

10-15-86 LH

ONE OF THE  
FIREMAN'S FUND INSURANCE COMPANIES  
AS NAMED IN THE POLICY

*William H. Behm*  
PRESIDENT 10XCL

COUNTERSIGNATURE OF AUTHORIZED AGENT

STOCK NO. 140519-11-82

BRANCH COPY  
FFIC\_EFA\_0000308



**COMMERCIAL AUTOMOBILE  
COVERAGE**

**POLICY AMENDMENT**

**GENERAL LIABILITY**

**Additional Insured (Vendors—Broad Form)**

**105237—07-79 REV.**

IF THE FOLLOWING INFORMATION IS NOT COMPLETE, REFER TO THE APPROPRIATE DECLARATIONS ATTACHED TO THE POLICY.

INSURED	POLICY NUMBER 2-49 MXC80006534	SEQUENTIAL NO.
PRODUCER	EFFECTIVE DATE	

**DECLARATIONS**

**DESIGNATED VENDOR**

HANDYMAN CORPORATION  
P.O. BOX 85566  
SAN DIEGO, CA 92138  
ATTN: DAVE CASLER

THIS ENDORSEMENT MODIFIES SUCH INSURANCE AS IS AFFORDED BY THE PROVISIONS OF THE POLICY RELATING TO THE FOLLOWING:  
**COMPREHENSIVE GENERAL LIABILITY INSURANCE—COMPLETED OPERATIONS AND PRODUCTS LIABILITY INSURANCE**

It is agreed that the "Persons Insured" provision is amended to include as an **insured** the person or organization designated in the Declarations as vendor subject to the following provisions:

a. The insurance applies only to the distribution or sale by the vendor of the **named insured's** products and then only to any liability arising out of the **named insured's** negligence or any defect or condition in such product existing when such product was relinquished by the **named insured** to the vendor.

b. The insurance with respect to the vendor does not apply to any liability arising out of:

(1) Any express warranty unauthorized by the **named insured**;

(2) Any repacking of the product unless solely for the purpose of inspection, demonstration, testing or the substitui-

tion of parts under instructions from the **named insured** and then repacked in the original container;

(3) Any product which after distribution or sale by the **named insured** has been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor;

(4) Any failure to maintain the produce in merchantable condition;

(5) Any physical or chemical change in the form of the product made intentionally by the vendor.

c. The insurance does not apply to any person or organization as insured from whom the **named insured** has acquired such product or any ingredient, part or container, entering into, accompanying or containing such product.

This Form must be attached to Change Endorsement when issued after the Policy is written.

**10-15-86 LH**

**CORRESPONDS TO ENDT #001A**

ONE OF THE FIREMAN'S FUND INSURANCE COMPANIES AS NAMED IN THE POLICY

EXCL

*Myron R. Brown*  
PRESIDENT

STOCK NO: 105237—07-79 REV.

BRANCH COPY  
FFIC\_EPA\_0000309

POLICY NUMBER 2 49 MXC 8000 65 34

Named Insured  
ANGELES CHEMICAL CO. INC.

Sequential Endorsement No.  
002

Page  
1



FIREMAN'S  
FUND  
INSURANCE  
COMPANIES  
MAIL ADDRESS  
NOVATO  
CALIFORNIA

**CHANGE ENDORSEMENT**

Effective 02/18/86, 12:01 A.M.,  
Standard Time at the address of the insured

This is an Endorsement only. Other than changes shown, all other pre-existing coverage remains in full force and effect. Premium adjustments are shown.

**PREMIUM SUMMARY:**

**RETURN PREMIUM DUE NOW \$1,167.00**

The Premium shown includes Adjustable Premium(s). Refer to Premium Adjustment Information attached.

**BUSINESS AUTO POLICY - THE FOLLOWING ITEMS ARE DELETED FROM THE SCHEDULE OF COVERED AUTOS YOU OWN:**

AUTO NO.	YR	VEHICLE DESCRIPTION AND GARAGE LOCATION	VEHICLE ID NO.
0040	85	OLDS CUTLASS SANTA FE SPRINGS	3494 CA 90670

Countersignature:

Producer: MAX BEHM & ASSOCIATES, INC

Date: 02/18/86

END OF CHANGE ENDORSEMENT

**ADDITIONAL INSURED — LESSOR**  
(CA 20 01 12 80)

INSURED	POLICY NUMBER 2-49 MXC 80006534
PRODUCER	EFFECTIVE DATE

INSURANCE COMPANY <b>FIREMAN'S FUND</b>		POLICY NUMBER 2-49 MXC 80006534
EFFECTIVE DATE 1-1-86	EXPIRATION DATE 1-1-87	
NAMED INSURED AND ADDRESS ANGELES CHEMICAL CO., INC., ETAL P.O. BOX 2163 SANTA FE SPRINGS, CA. 90670		
ADDITIONAL INSURED (LESSOR) DICK BROWNING LEASING P.O. BOX 367 CERRITOS, CA. 90701		
DESIGNATION OR DESCRIPTION OF LEASED AUTOS #0040 1985 OLDSMOBILE #3434		

This endorsement provides only those coverages for which an entry is shown by "X" in the applicable box.

COVERAGES		LIMITS OF LIABILITY	
LIABILITY		EACH PERSON	EACH ACCIDENT
<input checked="" type="checkbox"/> COMBINED BODILY INJURY AND PROPERTY DAMAGE LIABILITY		XXXXXXXXX	\$ 500,000.
<input type="checkbox"/> BODILY INJURY LIABILITY		\$	\$
<input type="checkbox"/> PROPERTY DAMAGE LIABILITY		XXXXXXXXX	\$
<input type="checkbox"/> PERSONAL INJURY PROTECTION (OR EQUIVALENT NO-FAULT COVERAGE)		\$	
<input type="checkbox"/> COMBINED PHYSICAL DAMAGE	ACTUAL CASH VALUE OR COST OF REPAIR WHICHEVER IS LESS; MINUS: \$ For Each Covered Auto		
<input checked="" type="checkbox"/> COMPREHENSIVE	ACTUAL CASH VALUE OR COST OF REPAIR WHICHEVER IS LESS; MINUS: \$ 100. For Each Covered Auto		
<input checked="" type="checkbox"/> COLLISION	ACTUAL CASH VALUE OR COST OF REPAIR WHICHEVER IS LESS; MINUS: \$ 250. For Each Covered Auto		
<input type="checkbox"/> SPECIFIED PERILS	ACTUAL CASH VALUE OR COST OF REPAIR WHICHEVER IS LESS; MINUS: \$ For Each Covered Auto		

ONE OF THE <b>FIREMAN'S FUND INSURANCE COMPANIES</b> AS NAMED IN THE POLICY	COUNTERSIGNATURE OF AUTHORIZED AGENT <i>William H. Williams</i> PRESIDENT 10-X
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A. PHRASE WITH SPECIAL MEANING

In addition to the WORDS AND PHRASES WITH SPECIAL MEANING in the policy, the following phrase has special meaning in this endorsement:

**"Leased auto"** means an auto leased to you for one year or more, including any substitute, replacement or extra auto needed to meet seasonal or other needs, under a leasing agreement which requires you to provide direct primary insurance for the lessor.

- B. Any leased auto designated or described in this endorsement will be considered a covered auto you own and not a covered auto you hire or borrow. For a covered auto which is a leased auto WHO IS INSURED is changed to include as an insured the lessor named in this endorsement. However, the lessor is an insured only for bodily injury or property damage resulting from the acts or omissions of:

1. You
2. Any of your employees or agents.
3. Any person, except the lessor or any employee or agent of the lessor, operating a leased auto with the permission of any of the above.

C. LOSS PAYABLE CLAUSE

1. We will pay you and the lessor named in this endorsement for loss to a leased auto, as interest may appear.
2. The insurance covers the interest of the lessor unless the loss results from fraudulent acts or omissions on your part.
3. If we make any payment to the lessor, we will obtain his rights against any other party.

D. CANCELLATION

1. If we cancel the policy, we will mail notice to the lessor in accordance with CANCELLING THIS POLICY DURING THE POLICY PERIOD.
2. If you cancel the policy, we will mail notice to the lessor.
3. Cancellation ends this agreement.

- E. The lessor is not liable for payment of your premiums.

POLICY NUMBER 2 49 MXC 8000 65 34

Named Insured  
ANGELES CHEMICAL CO. INC.

Sequential Endorsement No.  
003

Page  
1



**CHANGE ENDORSEMENT**

Effective 03/13/86, 12:01 A.M.,  
Standard Time at the address of the insured

This is an Endorsement only. Other than changes shown, all other pre-existing coverage remains in full force and effect. Premium adjustments are shown.

**PREMIUM SUMMARY:**

**ADDITIONAL PREMIUM DUE NOW \$1,388.00**

The Premium shown includes Adjustable Premium(s). Refer to Premium Adjustment Information attached.

**BUSINESS AUTO POLICY - THE FOLLOWING ITEMS ARE ADDED TO THE SCHEDULE OF COVERED AUTOS YOU OWN:**

AUTO NO.	YR	VEHICLE DESCRIPTION AND GARAGE LOCATION	VEHICLE ID NO.	OTC COV	OTC LIMIT	OTC DED	COLL DED
0048	86	OLDS CUSTOM CRUISER S/W COVINA CA	3746	COMP		\$ 100	\$ 250

AUTO NO.	LIAB	MED	UM	UIM	PIP	PPI	OTC	COLL	TOW
0048	X	X	X				X	X	

Countersignature:  
Producer: MAX BEHM & ASSOCIATES, INC

Date: 08/28/86

END OF CHANGE ENDORSEMENT

FFIC\_EPA\_0000313

POLICY NUMBER 2 49 MXC 8000 65 34

Named Insured  
ANGELES CHEMICAL CO. INC.

Sequential Endorsement No. Page  
004 1



**CHANGE ENDORSEMENT**

Effective 03/26/86, 12:01 A.M.,

Standard Time at the address of the insured

This is an Endorsement only. Other than changes shown, all other pre-existing coverage remains in full force and effect. Premium adjustments are shown.

**PREMIUM SUMMARY:**

RETURN PREMIUM DUE NOW \$1,101.00

The Premium shown includes Adjustable Premium(s). Refer to Premium Adjustment Information attached.

**BUSINESS AUTO POLICY - THE FOLLOWING ITEMS ARE DELETED FROM THE SCHEDULE OF COVERED AUTOS YOU OWN:**

AUTO NO.	YR	VEHICLE DESCRIPTION AND GARAGE LOCATION	VEHICLE ID NO.
0039	84	TOYOTA CRESSIDA SANTA FE SPRINGS	3332 CA 90670

**BUSINESS AUTO POLICY - UNDER ITEM FOUR INTEREST OF THE FOLLOWING LOSS PAYEES IS AMENDED TO APPLY AS FOLLOWS:**

LOSS PAYEES: EXCEPT FOR TOWING, ALL PHYSICAL DAMAGE LOSS IS PAYABLE TO YOU AND THE LOSS PAYEE NAMED BELOW AS INTEREST MAY APPEAR AT TIME OF THE LOSS

**NAME AND ADDRESS OF LOSS PAYEE**

BANK OF AMERICA 1840 LONG BEACH BLVD. AS RESPECTS AUTO NO. (S) 0036	LONG BEACH CA 90806
---------------------------------------------------------------------------	------------------------

Countersignature:  
Producer: MAX BEHM & ASSOCIATES, INC

Date: 08/28/86

END OF CHANGE ENDORSEMENT

FFIC\_EPA\_0000314



POLICY NUMBER 2 49 MXC 8000 65 34

Named Insured  
ANGELES CHEMICAL CO. INC.

Sequential Endorsement No. Page  
005 1



**CHANGE ENDORSEMENT**

Effective 04/15/86, 12:01 A.M.,  
Standard Time at the address of the insured

This is an Endorsement only. Other than changes shown, all other pre-existing coverage remains in full force and effect. Premium adjustments are shown.

**PREMIUM SUMMARY:**

**RETURN PREMIUM DUE NOW \$948.00**

The Premium shown includes Adjustable Premium(s). Refer to Premium Adjustment Information attached.

**BUSINESS AUTO POLICY - THE FOLLOWING ITEMS ARE DELETED FROM THE SCHEDULE OF COVERED AUTOS YOU OWN:**

AUTO NO.	YR	VEHICLE DESCRIPTION AND GARAGE LOCATION	VEHICLE ID NO.
0036	84	BUICK REGAL HUNTINGTON BEACH CA	2337

**BUSINESS AUTO POLICY - UNDER ITEM FOUR THE FOLLOWING LOSS PAYEES ARE DELETED FROM THE POLICY**

NAME AND ADDRESS OF LOSS PAYEE  
BANK OF AMERICA  
1840 LONG BEACH BLVD. LONG BEACH CA 90802  
AS RESPECTS AUTO NO. (S)0036

Countersignature:  
Producer: MAX BEHM & ASSOCIATES, INC

Date: 08/28/86

END OF CHANGE ENDORSEMENT

POLICY NUMBER 2 49 MXC 0000 65 34

Named Insured  
ANGELES CHEMICAL CO. INC.

Sequential Endorsement No.  
006

Page  
1



**CHANGE ENDORSEMENT**

Effective 04/21/86, 12:01 A.M.,

Standard Time at the address of the insured

This is an Endorsement only. Other than changes shown, all other pre-existing coverage remains in full force and effect. Premium adjustments are shown.

**PREMIUM SUMMARY:**

**RETURN PREMIUM DUE NOW**

**\$813.00**

The Premium shown includes Adjustable Premium(s). Refer to Premium Adjustment Information attached.

**BUSINESS AUTO POLICY - THE FOLLOWING ITEMS ARE DELETED FROM THE SCHEDULE OF COVERED AUTOS YOU OWN:**

AUTO NO.	YR	VEHICLE DESCRIPTION AND GARAGE LOCATION	VEHICLE ID NO.
0020	80	OLDS COVINA	6884 CA

Countersignature:

Producer: MAX BEHN & ASSOCIATES, INC

Date: 08/28/86

END OF CHANGE ENDORSEMENT

POLICY NUMBER 2 49 MXC 8000 65 34

Named Insured  
ANGELES CHEMICAL CO. INC.

Sequential Endorsement No. Page  
007 1



**CHANGE ENDORSEMENT**

Effective 07/04/86, 12:01 A.M.,  
Standard Time at the address of the insured

This is an Endorsement only. Other than changes shown, all other pre-existing coverage remains in full force and effect. Premium adjustments are shown.

**PREMIUM SUMMARY:** **ADDITIONAL PREMIUM DUE NOW** **\$722.00**

The Premium shown includes Adjustable Premium(s). Refer to Premium Adjustment Information attached.

**BUSINESS AUTO POLICY - THE FOLLOWING ITEMS ARE ADDED TO THE SCHEDULE OF COVERED AUTOS YOU OWN:**

AUTO NO.	YR	VEHICLE DESCRIPTION AND VEHICLE ID NO.	OTC COV	OTC LIMIT	OTC DED	COLL OED
0049	85	HONDA ACCORD LX 9227 SANTA FE SPRINGS CA 90670	COMP		\$ 100	\$ 250

AUTO NO.	LIAB	MED	UM	UIM	PIP	PPI	OTC	COLL	TOW
0049	X	X	X				X	X	

**ENDORSEMENTS - OTHER AUTOMOBILE COVERAGE**

003 IT IS AGREED THAT SUCH INSURANCE AS IS AFFORDED BY THE POLICY APPLIES TO ANY PERSON OR ORGANIZATION NAMED BELOW,

AS AN INSURED, SOLELY AS RESPECTS THE OPERATION OR MAINTENANCE OF THE VEHICLE SCHEDULED BELOW OR REPLACEMENT THEREOF.

JOHN & JAYNCE LOCKE  
1985 HONDA ACCORD LX #9227

Countersignatures:  
Producers MAX BEHM & ASSOCIATES, INC

Date: 08/29/86

END OF CHANGE ENDORSEMENT

FFIC\_EPA\_0000317



POLICY NUMBER 2 49 MXC 0000 65 34

Named Insured  
ANGELES CHEMICAL CO. INC.

Sequential Endorsement No. Page  
008 1



**CHANGE ENDORSEMENT**

Effective 01/01/86, 12:01 A.M.,  
Standard Time at the address of the insured

This is an Endorsement only. Other than changes shown, all other pre-existing coverage remains in full force and effect. Premium adjustments are shown.

**PREMIUM SUMMARY:**

**RETURN PREMIUM DUE NOW \$147.00**

The Premium shown includes Adjustable Premium(s). Refer to Premium Adjustment Information attached.

**BUSINESS AUTO POLICY - THE INSURANCE AFFORDED THE FOLLOWING ITEMS IN THE SCHEDULE OF AUTOS YOU OWN IS AMENDED TO APPLY AS FOLLOWS:**

AUTO NO.	YR	VEHICLE DESCRIPTION AND GARAGE LOCATION	VEHICLE ID NO.	OTC COV	OTC LIMIT	OTC DED	COLL DED
0046	86	OLDS CUTLASS RIVERSIDE	3295 CA	COMP		\$ 500	\$ 500

AUTO NO.	LIAB	MED	UM	UIM	PIP	PRI	OTC	COLL	TOW
0046	X	X	X				X	X	

Countersignature: \_\_\_\_\_  
Producer: MAX BEHM & ASSOCIATES, INC

Date: 10/01/86

END OF CHANGE ENDORSEMENT

POLICY NUMBER 2 49 MXC 8000 65 34

Named Insured  
ANGELES CHEMICAL CO. INC.

Sequential Endorsement No. Page  
009 1



**CHANGE ENDORSEMENT**

Effective 03/13/86, 12:01 A.M.,

Standard Time at the address of the insured

This is an Endorsement only. Other than changes shown, all other pre-existing coverage remains in full force and effect. Premium adjustments are shown.

**PREMIUM SUMMARY:**

**RETURN PREMIUM DUE NOW \$190.00**

The Premium shown includes Adjustable Premium(s). Refer to Premium Adjustment Information attached.

**BUSINESS AUTO POLICY - THE INSURANCE AFFORDED THE FOLLOWING ITEMS IN THE SCHEDULE OF AUTOS YOU OWN IS AMENDED TO APPLY AS FOLLOWS:**

AUTO NO.	YR	VEHICLE DESCRIPTION AND GARAGE LOCATION	VEHICLE ID NO.	OTC COV	OTC LIMIT	OTC DED	COLL DED
0048	86	OLDS CUSTOM CRUISER S/W COVINA CA	3748	COMP		\$ 500	\$ 500

AUTO NO.	COVERAGES AFFORDED (INDICATED BY "X" IN COVERAGE COLUMN)	LIAB	MED	UM	UIM	PIP	PPI	OTC	COLL	TOW
0048		X	X	X				X	X	

Countersignatures:  
Producer: MAX BEHM & ASSOCIATES, INC

Date: 10/01/86

END OF CHANGE ENDORSEMENT

FFIC\_EPA\_0000319

POLICY NUMBER 2 49 MXC 8000 65 34

Named Insured  
ANGELES CHEMICAL CO. INC.

Sequential Endorsement No. Page  
010 1



**CHANGE ENDORSEMENT**

Effective 07/04/86, 12:01 A.M.,

Standard Time at the address of the insured

This is an Endorsement only. Other than changes shown, all other pre-existing coverage remains in full force and effect. Premium adjustments are shown.

**PREMIUM SUMMARY:**

**RETURN PREMIUM DUE NOW**

**\$80.00**

The Premium shown includes Adjustable Premium(s). Refer to Premium Adjustment Information attached.

**BUSINESS AUTO POLICY - THE INSURANCE AFFORDED THE FOLLOWING ITEMS IN THE SCHEDULE OF AUTOS YOU OWN IS AMENDED TO APPLY AS FOLLOWS:**

AUTO NO.	YR	VEHICLE DESCRIPTION AND GARAGE LOCATION	VEHICLE ID NO.	OTC COV	OTC LIMIT	OTC DED	COLL DED
0049	85	HONDA ACCORD LX	9227	COMP		\$ 500	\$ 500
		SANTA FE SPRINGS	CA 90670				

AUTO NO.	LIAB	MED	UM	UIM	PIP	PPI	OTC	COLL	TOW
0049	X	X	X				X	X	

Countersignature:  
Producer: MAX BEHM & ASSOCIATES, INC

Date: 10/01/86

END OF CHANGE ENDORSEMENT

FFIC\_EPA\_0000320



POLICY NUMBER 2 49 MXC 8000 65 34

Named Insured  
ANGELES CHEMICAL CO. INC.

Sequential Endorsement No.  
011

Page  
1



**CHANGE ENDORSEMENT**

Effective 10/01/86, 12:01 A.M.,  
Standard Time at the address of the insured

This is an Endorsement only. Other than changes shown, all other pre-existing coverage remains in full force and effect. Premium adjustments are shown.

**PREMIUM SUMMARY:**

**ADDITIONAL PREMIUM DUE NOW**

**\$0.00**

The Name of the Named Insured is amended to read:  
ANGELES CHEMICAL CO., INC. & STALLION TANK LINES, INC.  
MORTZ OIL COMPANY

Countersignature:  
Producer: MAX BEHN & ASSOCIATES, INC

Date: 10/08/86

END OF CHANGE ENDORSEMENT

FFIC\_EPA\_0000321

POLICY NUMBER 2 49 MXC 8000 65 34

Named Insured  
ANGELES CHEMICAL CO. INC.

Sequential Endorsement No.  
012

Page  
1



**CHANGE ENDORSEMENT**

Effective 10/01/86, 12:01 A.M.,  
Standard Time at the address of the Insured

This is an Endorsement only. Other than changes shown, all other pre-existing coverage remains in full force and effect. Premium adjustments are shown.

**PREMIUM SUMMARY:**

**ADDITIONAL PREMIUM DUE NOW**

**\$417.00**

The Premium shown includes Adjustable Premium(s). Refer to Premium Adjustment Information attached.

The Name of the Named Insured is amended to read:

ANGELES CHEMICAL CO., INC. & STALLION TANK LINES, INC.  
BORTZ OIL COMPANY

**BUSINESS AUTO POLICY - THE FOLLOWING ITEMS ARE ADDED TO THE SCHEDULE OF COVERED AUTOS YOU OWN:**

AUTO NO.	YR	VEHICLE DESCRIPTION AND GARAGE LOCATION	VEHICLE ID NO.	OTC COV	OTC LIMIT	OTC DED	COLL DED
0050	64	GMC 2 AXLE STAKE TRUCK	049R	COMP		\$ 500	\$ 500
		SANTA FE SPRINGS	CA 90670				
0051	60	GMC 2 AXLE TANKER	080H	COMP		\$ 500	\$ 500
		SANTA FE SPRINGS	CA 90670				
0052	88	GMC 3 AXLE VAN	078R	COMP		\$ 500	\$ 500
		SANTA FE SPRINGS	CA 90670				
0053	73	FORD 2 AXLE VAN	2432	COMP		\$ 500	\$ 500
		SANTA FE SPRINGS	CA 90670				
0054	79	GMC TRACTOR 3 AXLE	5001	COMP		\$ 500	\$ 500
		SANTA FE SPRINGS	CA 90670				
0055	57	FRUHAUF TRAILER	8980	COMP		\$ 500	\$ 500
		SANTA FE SPRINGS	CA 90670				
0056	80	TRAILMOBILE VAN	5218	COMP		\$ 500	\$ 500
		SANTA FE SPRINGS	CA 90670				

AUTO NO.	COVERAGES AFFORDED (INDICATED BY "X" IN COVERAGE COLUMN)
	LIAB MED UM UIM PIP PPI OTC COLL TOW
0050	X X
0051	X X
0052	X X

Countersignature:

Producers: MAX BEHM & ASSOCIATES, INC

Date: 12/12/86

CHANGE ENDORSEMENT CONTINUED ON PAGE 2

FFIC\_EPA\_0000322

POLICY NUMBER 2 49 MXC 8000 85 34

Named Insured  
ANGELES CHEMICAL CO. INC.

Sequential Endorsement No.  
012 (continued)

Page  
2



AUTO NO.	COVERAGES AFFORDED (INDICATED BY "X" IN COVERAGE COLUMN)								TOW
	LIAB	MED	UM	UIM	PIP	PPI	OTC	COLL	
0053							X	X	
0054							X	X	
0055							X	X	
0056							X	X	

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END OF CHANGE ENDORSEMENT

FFIC\_EPA\_0000323



POLICY NUMBER 2 49 MXC 8000 65 34

Named Insured  
ANGELES CHEMICAL CO. INC.

Sequential Endorsement No.  
013

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1



**CHANGE ENDORSEMENT**

Effective 10/15/86, 12:01 A.M.,  
Standard Time at the address of the insured

This is an Endorsement only. Other than changes shown, all other pre-existing coverage remains in full force and effect. Premium adjustments are shown.

**PREMIUM SUMMARY:**

**RETURN PREMIUM DUE NOW**

**\$240.00**

The Premium shown includes Adjustable Premium(s). Refer to Premium Adjustment Information attached.

**BUSINESS AUTO POLICY - THE FOLLOWING ITEMS ARE DELETED FROM THE SCHEDULE OF COVERED AUTOS YOU OWN:**

AUTO NO.	YR	VEHICLE DESCRIPTION AND GARAGE LOCATION	VEHICLE ID NO.
0038	80	CHEV CAMARO COVINA	0712 CA 90670

Countersignature:

Producer: MAX BEHN & ASSOCIATES, INC

Date: 12/12/86

END OF CHANGE ENDORSEMENT

POLICY NUMBER 2 49 MXC 8000 65 34

Named Insured  
ANGELES CHEMICAL CO. INC.

Sequential Endorsement No.  
014

Page  
1



**CHANGE ENDORSEMENT**

Effective 11/24/86, 12:01 A.M.,

Standard Time at the address of the insured

This is an Endorsement only. Other than changes shown, all other pre-existing coverage remains in full force and effect. Premium adjustments are shown.

**PREMIUM SUMMARY:**

**ADDITIONAL PREMIUM DUE NOW**

**\$142.00**

The Premium shown includes Adjustable Premium(s). Refer to Premium Adjustment Information attached.

**BUSINESS AUTO POLICY - THE FOLLOWING ITEMS ARE ADDED TO THE SCHEDULE OF COVERED AUTOS YOU OWN:**

AUTO NO.	YR	VEHICLE DESCRIPTION AND VEHICLE ID NO. GARAGE LOCATION	OTC COV COMP	OTC LIMIT	OTC DED	COLL DED
0057	79	LINCOLN CONTINENTAL LIMO 5540 SANTA FE SPRINGS CA 90670			\$1,000	\$1,000

AUTO NO.	LIAB	MED	UM	UIM	PIP	PPI	OTC	COLL	TOW
0057	X	X	X				X	X	

Countersignature:

Producer: MAX BEHN & ASSOCIATES, INC

Date: 02/03/87

END OF CHANGE ENDORSEMENT

FFIC\_EPA\_0000325

POLICY NUMBER 2 49 MXC 8000 65 34

Named Insured  
ANGELES CHEMICAL CO. INC.

Sequential Endorsement No.  
015

Page  
1



**CHANGE ENDORSEMENT**

Effective 12/01/86, 12:01 A.M.,  
Standard Time at the address of the insured

This is an Endorsement only. Other than changes shown, all other pre-existing coverage remains in full force and effect. Premium adjustments are shown.

**PREMIUM SUMMARY:**

**RETURN PREMIUM DUE NOW**

**\$11.00**

The Premium shown includes Adjustable Premium(s). Refer to Premium Adjustment Information attached.

**BUSINESS AUTO POLICY - THE FOLLOWING ITEMS ARE DELETED FROM THE SCHEDULE OF COVERED AUTOS YOU OWN:**

AUTO NO.	YR	VEHICLE DESCRIPTION AND GARAGE LOCATION	VEHICLE ID NO.
0053	73	FORD 2 AXLE VAN SANTA FE SPRINGS CA 90670	2432

Countersignatures:

Producer: MAX BEHM & ASSOCIATES, INC

Date: 02/03/87

END OF CHANGE ENDORSEMENT

FFIC\_EPA\_0000326



POLICY NUMBER 2 49 MXC 80000534

NAMED INSURED

ANGELES CHEMICAL CO. INC.

RATING PERIOD 01-01-86 TO 01-01-87



GENERAL LIABILITY SCHEDULE

Locations

LOC 001 Address 8915 SORENSON AVENUE  
SANTA FE SPRINGS CA 90670

PREMISES HAZARDS

Description(s) of Hazard(s)	Premium Base / Exposure	Rates	
		Bodily Injury	Property Damage
DWELLING-1 FAM.-LESSOR'S RISK ONLY LOC 001	EACH 1	94.1094	2.4250

OPERATIONS HAZARDS

Description(s) of Hazard(s)	Premium Base / Exposure	Rates	
		Bodily Injury	Property Damage
CHEMICAL MFG-INDUSTRIAL LOC 001	PAYROLL/REMUNERATION 190,000 190,000	4.1962	.6431 .4947

PRODUCTS/COMPL. OPER. HAZARDS

Description(s) of Hazard(s)	Premium Base / Exposure	Rates	
		Bodily Injury	Property Damage
CHEMICAL MFG-NOC	RECEIPTS 2,200,000	5.1120	1.1491
MANUFACTURERS REPRESENT. - RETAIL	RECEIPTS 8,700,000	1.6272	.9850
WHOLESALE STORES-NOT FOOD OR DRINK	RECEIPTS 3,700,000	1.6272	.9850

END OF GENERAL LIABILITY SCHEDULE(S)

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POLICY NUMBER 2 49 MXC 80006534

NAMED INSURED

ANGELES CHEMICAL CO. INC.



### GENERAL LIABILITY DECLARATIONS

INSURANCE IS PROVIDED ONLY FOR THOSE COVERAGES, LIMITS OF LIABILITY AND ENDORSEMENTS SHOWN BELOW.

#### GENERAL LIABILITY COVERAGES

#### LIMITS OF LIABILITY

##### COMPREHENSIVE GENERAL LIABILITY COVERAGE PART

COMBINED BODILY INJURY AND  
PROPERTY DAMAGE LIABILITY

\$500,000 EACH OCCURRENCE  
\$500,000 AGGREGATE

#### GENERAL LIABILITY ENDORSEMENT(S)

GENERAL LIABILITY MULTI-COVER (R) (105161-09-83)

PERSONAL INJURY LIABILITY AGGREGATE LIMIT SHALL BE THE PER OCCURRENCE  
BODILY INJURY LIABILITY LIMIT UNLESS OTHERWISE INDICATED HEREIN:

PREMISES MEDICAL PAYMENTS LIMIT OF LIABILITY: \$1000 EACH PERSON UNLESS  
OTHERWISE INDICATED HEREIN:

AMENDATORY ENDORSEMENT - ADDITIONAL DEFINITION (GL 00 19 07 78)

AMENDATORY ENDORSEMENT (GL 00 32 04 84)

#### OTHER GENERAL LIABILITY ENDORSEMENTS

001 POLLUTION EXCLUSION (GL 21 33 02 85)

002 SUPPLEMENTARY STATE ENDORSEMENT-CALIFORNIA AMENDATORY  
CANCELLATION ENDORSEMENT (141376 06 85)

003 AMENDMENT OF POLICY-ADDITIONAL CONDITION (105244 08 80REV)

THE AUDIT PERIOD SHALL BE ANNUALLY

END OF GENERAL LIABILITY DECLARATIONS.

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**COMMERCIAL LIABILITY  
COVERAGE****POLICY COVERAGE****GENERAL LIABILITY****Comprehensive General Liability Insurance****These Declarations Are Issued In  
Conjunction With And Are Part Of  
Policy Form GL 00 02 01 73.****IF THE FOLLOWING INFORMATION IS NOT COMPLETE, REFER TO THE APPROPRIATE DECLARATIONS ATTACHED TO THE POLICY.**

INSURED	POLICY NUMBER	SEQUENTIAL NO.
PRODUCER	EFFECTIVE DATE	

**DECLARATIONS****INSURANCE IS PROVIDED ONLY FOR THOSE COVERAGES FOR WHICH LIMITS OF LIABILITY ARE STATED IN THE PLACE PROVIDED IN THESE  
DECLARATIONS.****COVERAGES****LIMITS OF LIABILITY****COMPREHENSIVE GENERAL LIABILITY COVERAGE PART**

BODILY INJURY LIABILITY

\$ ,000 \$ ,000

PROPERTY DAMAGE LIABILITY

\$ ,000 \$ ,000

COMBINED BODILY INJURY AND  
PROPERTY DAMAGE LIABILITY

\$ ,000 \$ ,000

THE AUDIT PERIOD SHALL BE: ☐ MONTHLY☐ QUARTERLY☐ ANNUALLY**This Form must be attached to Change Endorsement when issued after the Policy is written.****ONE OF THE FIREMAN'S FUND INSURANCE COMPANIES AS NAMED IN THE POLICY**

TICKET

  
PRESIDENT

STOCK NO. 5951 (C)-CGL-11-82

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## COMMERCIAL LIABILITY COVERAGE

### POLICY COVERAGE

These policy provisions, together with all applicable terms, conditions and exclusions of the policy and the coverage parts and endorsements made a part hereof by designation in the Declarations, complete the Liability Coverage of this policy.

### COVERAGE PART — COMPREHENSIVE GENERAL LIABILITY INSURANCE

#### 1. INSURING AGREEMENT

The Company will pay on behalf of the insured all sums which the insured shall become legally obligated to pay as damages because of **bodily injury** or **property damage** to which this insurance applies, caused by an occurrence, and the Company shall have the right and duty to defend any suit against the insured seeking damages on account of such **bodily injury** or **property damage**, even if any of the allegations of the suit are groundless, false or fraudulent, and may make such investigation and settlement of any claim or suit as it deems expedient, but the Company shall not be obligated to pay any claim or judgment or to defend any suit after the applicable limit of the Company's liability has been exhausted by payment of judgments or settlements.

#### 2. EXCLUSIONS

This insurance does not apply:

(a) to liability assumed by the insured under any contract or agreement except an incidental contract; but this exclusion does not apply to a warranty of fitness or quality of the named insured's products or a warranty that work performed by or on behalf of the named insured will be done in a workmanlike manner;

(b) to **bodily injury** or **property damage** arising out of the ownership, maintenance, operation, use, loading or unloading of (1) any automobile or aircraft owned or operated by or rented or loaned to any insured, or (2) any other automobile or aircraft operated by any person in the course of his employment by any insured; but this exclusion does not apply to the parking of an automobile on premises owned by, rented to or controlled by the named insured or the ways immediately adjoining, if such automobile is not owned by or rented or loaned to any insured;

(c) to **bodily injury** or **property damage** arising out of (1) the ownership, maintenance, operation, use, loading or unloading of any mobile equipment while being used in any prearranged or organized racing, speed or demolition contest or in any stunting activity or in practice or preparation for any such contest or activity or (2) the operation or use of any snowmobile or trailer designed for use therewith;

(d) to **bodily injury** or **property damage** arising out of and in the course of the transportation of mobile equipment by an automobile owned or operated by or rented or loaned to any insured;

(e) to **bodily injury** or **property damage** arising out of the ownership, maintenance, operation, use, loading or unloading of (1) any watercraft owned or operated by or rented or loaned to any insured, or (2) any other watercraft operated by any person in the course of his employment by any insured; but this exclusion does not apply to watercraft while ashore on premises owned by, rented to or controlled by the named insured;

(f) to **bodily injury** or **property damage** arising out of the discharge, dispersal, release or escape of smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, liquids or gases, waste materials or other irritants, contaminants or pollutants into or upon land, the atmosphere or any water course or body of water; but this exclusion does not apply if such discharge, dispersal, release or escape is sudden and accidental;

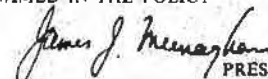
(g) to **bodily injury** or **property damage** due to war, whether or not declared, civil war, insurrection, rebellion or revolution or to any act or condition incident to any of the foregoing, with respect to (1) liability assumed by insured under an incidental contract, or (2) expenses for first aid under the Supplementary Payments provision;

(h) to **bodily injury** or **property damage** for which the insured or his indemnitee may be held liable (1) as a person or organization engaged in the business of manufacturing, distributing, selling or serving alcoholic beverages, or (2) if not so engaged, as an owner or lessor of premises used for such purposes, if such liability is imposed (i) by, or because of the violation of, any statute, ordinance or regulation pertaining to the sale, gift, distribution or use of any alcoholic beverage, or (ii) by reason of the selling, serving or giving of any alcoholic beverage to a minor or to a person under the influence of alcohol or which causes or contributes to the intoxication of any person; but part (ii) of this exclusion does not apply with respect to liability of the insured or his indemnitee as an owner or lessor described in (2) above;

This Endorsement must be attached to Change Endorsement when issued after the Policy is written.

ONE OF THE FIREMAN'S FUND INSURANCE COMPANIES AS NAMED IN THE POLICY

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PRESIDENT

STOCK NO. GL 00 02 01 73

PAGE ONE OF FOUR

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(i) to any obligation for which the insured or any carrier as his insurer may be held liable under any workers' compensation, unemployment compensation or disability benefits law, or under any similar law;

(j) to bodily injury to any employee of the insured arising out of and in the course of his employment by the insured or to any obligation of the insured to indemnify another because of damages arising out of such injury; but this exclusion does not apply to liability assumed by the insured under an incidental contract;

(k) to property damage to (1) property owned or occupied by or rented to the insured, (2) property used by the insured, or (3) property in the care, custody or control of the insured or as to which the insured is for any purpose exercising physical control; but parts (2) and (3) of this exclusion do not apply with respect to liability under a written sidetrack agreement and part (3) of this exclusion does not apply with respect to property damage (other than to elevators) arising out of the use of an elevator at premises owned by, rented to or controlled by the named insured;

(l) to property damage to premises alienated by the named insured arising out of such premises or any part thereof;

(m) to loss of use of tangible property which has not been physically injured or destroyed resulting from (1) a delay in or lack of performance by or on behalf of the named insured of any contract or agreement, or (2) the failure of the named insured's products or work performed by or on behalf of the named insured to meet the level of performance, quality, fitness or durability warranted or represented by the named insured; but this exclusion does not apply to loss of use of other tangible property resulting from the sudden and accidental physical injury to or destruction of the named insured's products or work performed by or on behalf of the named insured after such products or work have been put to use by any person or organization other than an insured;

(n) to property damage to the named insured's products arising out of such products or any part of such products;

(o) to property damage to work performed by or on behalf of the named insured arising out of the work or any portion thereof, or out of materials, parts or equipment furnished in connection therewith;

(p) to damages claimed for the withdrawal, inspection, repair, replacement, or loss of use to the named insured's products or work completed by or for the named insured or of any property of which such products or work form a part, if such products, work or property are withdrawn from the market or from use because of any known or suspected defect or deficiency therein.

### 3. PERSONS INSURED

Each of the following is an insured under this insurance to the extent set forth below:

(a) if the named insured is designated in the Declarations as an individual, the person so designated but only with respect to the conduct of a business of which he is the sole proprietor, and the spouse of the named insured with respect to the conduct of such a business;

(b) if the named insured is designated in the Declarations as a partnership or joint venture, the partnership or joint venture so designated and any partner or member thereof but only with respect to his liability as such;

(c) if the named insured is designated in the Declarations as other than an individual, partnership or joint venture, the organization so designated and any executive officer, director or stockholder thereof while acting within the scope of his duties as such;

(d) any person (other than an employee of the named insured) or organization while acting as real estate manager for the named insured; and

(e) with respect to the operation, for the purpose of locomotion upon a public highway, of mobile equipment registered under any other motor vehicle registration law, (i) an employee of the named insured while operating any such equipment in the course of his employment, and (ii) any other person while operating with the permission of the named insured any such equipment registered in the name of the named insured and any person or organization legally responsible for such operation, but only if there is no other valid and collectible insurance available, either on a primary or excess basis, to such person or organization;

provided that no person or organization shall be an insured under this paragraph (e) with respect to: (1) bodily injury to any fellow employee of such person injured in the course of his employment, or (2) property damage to property owned by, rented to, in charge of or occupied by the named insured or the employer of any person described in subparagraph (ii).

This insurance does not apply to bodily injury or property damage arising out of the conduct of any partnership or joint venture of which the insured is a partner or member and which is not designated in this policy as a named insured.

### 4. LIMITS OF LIABILITY

Regardless of the number of (1) insureds under this policy, (2) persons or organizations who sustain bodily injury or property damage, (3) claims made or suits brought on account of bodily injury or property damage or (4) units of mobile equipment to which this policy applies, the Company's liability is limited as follows:

(a) Separate limits of liability for bodily injury liability and property damage liability.

The total liability of the Company for all damages, including damages for care and loss of services, because of bodily injury sustained by one or more persons as the result of any one occurrence shall not exceed the limit of bodily injury liability stated in the Declarations as applicable to "each occurrence."

Subject to the above provision respecting "each occurrence," the total liability of the Company for all damages because of (1) all bodily injury included within the completed operations hazard and (2) all bodily injury included within the products hazard shall not exceed the limit of bodily injury liability stated in the Declarations as "aggregate."

The total liability of the Company for all damages because of all property damage sustained by one or more persons or organizations as the result of any one occurrence shall not exceed the limit of property damage liability stated in the Declarations as applicable to "each occurrence."

Subject to the above provision respecting "each occurrence," the total liability of the Company for all damages because of all property damage to which this coverage applies and described in any of the numbered subparagraphs below shall not exceed the limit of property damage liability stated in the Declarations as "aggregate": (1) all property damage arising out of premises or operations rated on a remuneration basis or contractor's equipment rated on a receipts basis, including property damage for which liability is assumed under any incidental contract relating to such premises or operations, but excluding property damage included in subparagraph (2) below; (2) all property damage arising out of and occurring in the course of operations performed for the named insured by independent contractors and general supervision thereof by the named insured, including any such property damage for which liability is assumed under any incidental contract relating to such operations, but this subparagraph (2) does not include property damage arising out of maintenance or repairs at premises owned by or rented to the named insured or structural alterations at such premises which do not involve changing the size of or moving buildings or other structures; (3) all property damage included within the products hazard and all property damage included within the completed operations hazard.

Such aggregate limit shall apply separately to the property damage described in subparagraphs (1), (2) and (3) above, and under subparagraphs (1) and (2), separately with respect to each project away from premises owned by or rented to the named insured.

(b) Combined single limit of liability for bodily injury and property damage liability.

The total liability of the Company for all damages under all bodily injury liability and property damage liability coverages of this policy because of bodily injury or property damage sustained by one or more persons or organizations as a result of any one occurrence shall not exceed the limit of liability stated in the Declarations for "each occurrence."

Subject to the above provision respecting "each occurrence," the total liability of the Company for all damages arising out of the products hazard and completed operations hazard shall not exceed the limits of liability stated in the Declarations as "aggregate."

Subject to the above provision respecting "each occurrence," the total liability of the Company for all damages because of all property damage to which the policy applies

(i) arising out of premises or operations rated on a remuneration basis or contractors equipment rated on a receipts basis, including liability assumed under any incident-

tal contract relating to such premises or operations or

(ii) arising out of and occurring in the course of operations, other than maintenance or repairs at premises owned by or rented to the named insured or structural alterations at such premises which do not involve changing the size of or moving buildings or other structures, performed for the named insured by independent contractors and general supervision thereof by the named insured including liability assumed under any incidental contract relating to such operations

shall not exceed the limit of liability stated in the Declarations as "aggregate." Said aggregate limit of liability shall apply separately to (i) and (ii) and under each separately to each project away from premises owned by or rented to the named insured.

With respect to any occurrence for which notice of this policy is given in lieu of security or when this policy is certified as proof of financial responsibility for the future under the provisions of the motor vehicle financial responsibility law of any state, province or other territorial jurisdiction, the stated limits of liability as respects each occurrence shall be applied to provide the separate limits of liability required by such law for bodily injury liability and property damage liability to the extent of the coverage required by such law, but the separate application of such limits shall not increase the total limit of the Company's liability.

For the purpose of determining the limit of the Company's liability under (a) or (b) above, all bodily injury and property damage arising out of continuous or repeated exposure to substantially the same general conditions shall be considered as arising out of one occurrence.

##### 5. POLICY PERIOD; TERRITORY

This insurance applies only to bodily injury or property damage which occurs during the Policy Period within the policy territory.

##### 6. When used as a premium basis:

"admissions" means the total number of persons, other than employees of the named insured, admitted to the event insured or to events conducted on the premises whether on paid admission tickets, complimentary tickets or passes;

"cost" means the total cost to the named insured with respect to operations performed for the named insured during the policy period by independent contractors of all work let or sub-let in connection with each specific project, including the cost of all labor, materials and equipment furnished, used or delivered for use in the execution of such work, whether furnished by the owner, contractor or subcontractor, including all fees, allowances, bonuses or commissions made, paid or due;

"receipts" means the gross amount of money charged by the named insured for such operations by the named insured or by others during the policy period as are rated on a receipts basis other than receipts from telecasting, broadcasting or motion pictures, and includes taxes, other than taxes which the named insured collects as a separate



item and remits directly to a governmental division;

"remuneration" means the entire remuneration earned during the policy period by proprietors and by all employees of the named insured, other than chauffeurs (except operators of mobile equipment) and aircraft pilots and co-pilots, subject to any overtime earnings or limitation of remuneration rule applicable in accordance with the manuals in use by the Company;

"sales" means the gross amount of money charged by the named insured or by others trading under his name for all goods and products sold or distributed during the policy period and charged during the policy period for installation, servicing or repair, and includes taxes, other than taxes which the named insured and such others collect as a separate item and remit directly to a governmental division.

## COMMERCIAL COVERAGE

### POLICY COVERAGE

The Company **DOES HEREBY AGREE** with the Insured named in the Declarations made a part hereof, in consideration of the payment of the premium and of the

#### BASIC INSURING AGREEMENT

**COVERAGE.** To afford insurance in accordance with the forms and endorsements included in each Coverage for-

**GENERAL POLICY CONDITIONS APPLICABLE TO PROPERTY, LIABILITY, INLAND MARINE AND CRIME COVERAGES ONLY UNLESS LIKE CONDITIONS ARE CONTAINED IN THE INDIVIDUAL COVERAGE FORMS ATTACHED TO THE POLICY IN WHICH THOSE CONDITIONS SHALL APPLY.**

1. **Misrepresentation and Fraud.** This entire policy shall be void if, whether before or after a loss, the Insured has concealed or misrepresented any material fact or circumstance concerning this insurance or the subject thereof, or the interest of the Insured therein, or in case of any fraud or false swearing by the Insured relating thereto.

2. **Conformity with Statute.** The terms of this policy which are in conflict with the statutes of the state wherein this policy is issued are hereby amended to conform to such statutes.

3. **Assignment.** Assignment of interest under this policy shall not bind the Company until its consent is endorsed hereon; if, however, the Named Insured shall die, such insurance as is afforded by this policy shall apply (1) to the Named Insured's legal representative, as the Named Insured, but only while acting within the scope of his duties as such and (2) with respect to the property of the Named Insured, to the person having proper temporary custody thereof, as Insured, but only until the appointment and qualification of the legal representative.

4. **Cancellation.** This policy may be cancelled by the Named Insured by surrender thereof to the Company or any of its authorized agents or by mailing to the Company written notice stating when thereafter the cancellation shall be effective. This policy may be cancelled by the Company by mailing to the Named Insured at the mailing address shown in the Declarations written notice stating when, not less than thirty days thereafter, such cancellation shall be effective. The mailing of notice as aforesaid shall be sufficient proof of notice. The time of the surrender or the effective date and hour of cancellation stated in the notice shall become the end of the policy period. Delivery of such written notice either by the Named Insured or by the Company shall be equivalent to mailing.

If the Named Insured cancels, earned premium shall be computed in accordance with the customary short rate

## GENERAL PROVISIONS

140501-06-84

statements contained in the Declarations, coverage parts and schedules supplementary thereto, and subject to the limits of liability and other terms of this policy:

ming part of this policy, as designated in the Declarations.

table and procedure. If the Company cancels, earned premium shall be computed pro rata. Premium adjustment may be made at the time cancellation is effected or as soon as practicable after cancellation becomes effective, but payment or tender of unearned premium is not a condition of cancellation.

5. **Special Definition.** Wherever in any form attached the word "policy" appears it shall mean the coverage of this policy of which such form is a part, or the supplemental policy or policies to which such form applies.

6. **Liberalization Clause.** If during the period that insurance is in force under this policy, or within forty-five (45) days prior to the inception date thereof, this Company adopts, or insurance supervisory authorities approve for this Company, all in conformity with the law, any changes in the forms attached to this policy, by which such form of insurance could be extended or broadened without increased premium charge by endorsement or substitution of form, then such extended or broadened insurance shall inure to the benefit of the Insured hereunder as though such endorsement or substitution of form had been made.

7. **Inspection and Audit.** The Company shall be permitted but not obligated to inspect the Named Insured's property and operations at any time. Neither the Company's right to make inspection or the making thereof nor any report thereon shall constitute an undertaking, on behalf of or for the benefit of the Named Insured or others, to determine or warrant that such property or operations are safe or healthful, or are in compliance with any law, rule or regulation.

The Company may examine and audit the Named Insured's books and records at any time during the policy period and extensions thereof and within three years after the final termination of this policy, as far as they relate to the subject matter of this insurance.

ONE OF THE FIREMAN'S FUND INSURANCE COMPANIES AS NAMED IN THE POLICY

*William H. DeLamater*

II XCL

PRESIDENT

STOCK NO. 140501-06-84

PAGE ONE OF FIVE

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8. **Policy Period Provisions.** The term of coverage under this policy shall be as specified in the Declarations.

9. **Premium.** The premium stated in the Declarations shall be adjusted in accordance with the premium computation provisions, if any, of the applicable forms included in each coverage of this policy.

If this policy is issued for a period of three years and premium is not paid in advance, the premiums due for each annual period of this policy shall be computed in accordance with the Companies rules, rates, rating plans, premiums and minimum premium in effect (a) on the inception date of each annual period for annualized policies, or (b) on the inception date of the policy for non-annualized policies.

#### **Tentative Premium Provisions**

As respects the policy Coverages shown in the Declarations, the premium developed for this policy is based on tentative rates. It is a condition of this policy that when the final rate(s) are promulgated by the Rating Bureau having jurisdiction they will be applied in the development of the Final Premium Due at Inception or in the development of Addition

### **GENERAL POLICY CONDITIONS APPLICABLE TO LIABILITY COVERAGES UNLESS LIKE CONDITIONS APPEAR IN THE COVERAGE FORMS ATTACHED TO THIS POLICY, IN WHICH CASE THOSE CONDITIONS APPLY. (EXCLUDING AUTO AND GARAGE COVERAGES)**

1. **Action Against Company.** No action shall lie against the Company unless, as a condition precedent thereto, there shall have been full compliance with all of the terms of this policy, nor until the amount of the insured's obligation to pay shall have been finally determined either by judgment against the insured after actual trial or by written agreement of the insured, the claimant and the Company.

Any person or organization or the legal representative thereof who has secured such judgment or written agreement shall thereafter be entitled to recover under this policy to the extent of the insurance afforded by this policy. No person or organization shall have any right under this policy to join the Company as a party to any action against the insured to determine the insured's liability, nor shall the Company be impleaded by the insured or his legal representative. Bankruptcy or insolvency of the insured or of the insured's estate shall not relieve the Company of any of its obligations hereunder.

2. **Subrogation.** In the event of any payment under this policy, the Company shall be subrogated to all the insured's rights of recovery therefor against any person or organization and the insured shall execute and deliver instruments and papers and do whatever else is necessary to secure such rights. The insured shall do nothing after loss to pre-

al or Return Premium due as of the effective date of the final rate(s).

10. **Declarations.** By acceptance of this policy the Named Insured agrees that the stipulations in the Declarations are his agreements and representations, that this policy is issued in reliance upon the truth of such representations and that this policy embodies all agreements existing between himself and the Company or any of its agents relating to this insurance. The Declarations shall include the General Declarations and the Declarations for each coverage provided by the policy.

11. **Time of Inception.** The time of inception and the time of expiration of this policy shall be 12:01 a.m., standard time. To the extent that coverage in this policy replaces coverages in other policies terminating at noon standard time on the inception date of this policy, coverage under this policy shall not become effective until such other coverage has terminated; or, in the event that specific state or jurisdictional law or regulations applicable to any coverage provided require that coverage incept or terminate at 12:00 noon, the time of inception or the time of expiration shall be 12:00 noon.

judice such rights.

3. **Financial Responsibility Laws.** When this policy is certified as proof of financial responsibility for the future under the provisions of any motor vehicle financial responsibility law, such insurance as is afforded by this policy for **bodily injury** liability or for **property damage** liability shall comply with the provisions of such law to the extent of the coverage and limits of liability required by such law. The insured agrees to reimburse the Company for any payment made by the Company which it would not have been obligated to make under the terms of this policy except for the agreement contained in this paragraph.

4. **Changes.** Notice to any agent or knowledge possessed by any agent or by any other person shall not effect a waiver or a change in any part of this policy or estop the Company from asserting any right under the terms of this policy; nor shall the terms of this policy be waived or changed, except by endorsement issued to form a part of this policy.

5. **Aggregate Limit of Liability.** Any limit of the Company's liability stated in the Liability Coverage of this policy as "aggregate" shall apply separately to each consecutive annual period of the policy.

### **DEFINITIONS**

When used in this policy (including endorsements forming a part hereof):

"**automobile**" means a land motor vehicle, trailer or semi-trailer designed for travel on public roads (including any machinery or apparatus attached thereto), but does not include mobile equipment;

"**bodily injury**" means bodily injury, sickness or disease sustained by any person which occurs during the policy period, including death at any time resulting therefrom;

"**completed operations hazard**" includes **bodily injury** and **property damage** arising out of operations or reliance upon a representation or warranty made at any time with respect hereto, but only if the **bodily injury** or **property damage** occurs after such operations have been completed or abandoned and occurs away from premises owned by or rented to the named insured. "Operations" include materials, parts or equipment furnished in connection therewith. Operations shall be deemed completed at the earliest of the following



times: (1) when all operations to be performed by or on behalf of the **named insured** under the contract have been completed, (2) when all operations to be performed by or on behalf of the **named insured** at the site of the operations have been completed, or (3) when the portion of the work out of which injury or damage arises has been put to its intended use by any person or organization, other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

Operations which may require further service or maintenance work, or correction, repair or replacement because of any defect or deficiency, but which are otherwise complete, shall be deemed completed.

The **completed operations hazard** does not include **bodily injury or property damage** arising out of

(a) operations in connection with the transportation of property, unless the **bodily injury or property damage** arises out of a condition in or on a vehicle created by the loading or unloading thereof.

(b) the existence of tools, uninstalled equipment or abandoned or unused materials, or

(c) operations for which the classification stated in the policy or in the Company's manual specifies "including completed operations";

"**elevator**" means any hoisting or lowering device to connect floors or landings, whether or not in service, and all appliances thereof including any car, platform shaft, hoistway, stairway, runway, power equipment and machinery; but does not include an **automobile** servicing hoist, or a hoist without a platform outside a building if without mechanical power or if not attached to building walls, or a hod or material hoist used in alteration, construction or demolition operations, or an inclined conveyor used exclusively for carrying property or a dumbwaiter used exclusively for carrying property and having a compartment height not exceeding four feet.

"**incidental contract**" means any written (1) lease of premises, (2) easement agreement, except in connection with construction or demolition operations on or adjacent to a railroad, (3) undertaking to indemnify a municipality required by municipal ordinance except in connection with work for the municipality, (4) sidetrack agreement, or (5) **elevator** maintenance agreement;

"**insured**" means any person or organization qualifying as an insured in the "Persons Insured" provision of the applicable insurance coverage. The insurance afforded applies separately to each **insured** against whom claim is made or suit is brought, except with respect to the limits of the Company's liability.

"**mobile equipment**" means a land vehicle (including any machinery or apparatus attached thereto), whether or not self-propelled, (1) not subject to motor vehicle registration, or (2) maintained for use exclusively on premises owned by or

rented to the **named insured**, including the ways immediately adjoining, or (3) designed for use principally off public roads, or (4) designed or maintained for the sole purpose of affording mobility to equipment of the following types forming an integral part of or permanently attached to such vehicle; power cranes, shovels, loaders, diggers and drills; concrete mixers (other than the mix-in-transit type); graders, scrapers, rollers and other road construction or repair equipment; air-compressors, pumps and generators, including spraying, welding and building cleaning equipment; and geophysical exploration and well servicing equipment;

"**named insured**" means the person or organization named in the Declarations.

"**named insured's products**" means goods or products manufactured, sold, handled, or distributed by the **named insured** or by others trading under his name including any container thereof (other than a vehicle), but "**named insured's products**" shall not include a vending machine or any property other than such container, rented to or located for use of others but not sold;

"**occurrence**" means an accident, including continuous or repeated exposure to conditions, which results in **bodily injury or property damage** neither expected nor intended from the standpoint of the **insured**;

"**policy territory**" means:

(1) the United States of America, its territories or possessions, or Canada, or

(2) international waters or air space, provided the **bodily injury or property damage** does not occur in the course of travel or transportation to or from any other country, state or nation, or

(3) anywhere in the world with respect to damages because of **bodily injury or property damage** arising out of a product which was sold for use or consumption within the territory described in paragraph (1) above, provided the original suit for such damages is brought within such territory;

"**products hazard**" includes **bodily injury or property damage** arising out of the **named insured's products** or reliance upon a representation or warranty made at any time with respect thereto, but only if the **bodily injury or property damage** occurs away from premises owned by or rented to the **named insured** and after physical possession of such products has been relinquished to others;

"**property damage**" means (1) physical injury to or destruction of tangible property which occurs during the policy period, including the loss of use thereof at any time resulting therefrom, or (2) loss of use of tangible property which has not been physically injured or destroyed provided such loss of use is caused by an **occurrence** during the policy period;

"**workers' compensation**" includes workmens' compensation where applicable.

#### CONDITIONS

**1. PREMIUM.** All premiums for this policy shall be computed in accordance with the Company's rules, rates, rating plans, premiums and minimum premiums applicable to the insurance afforded herein.

Premium for the General Liability is included in the estimated annual premium set forth in the Declarations. It is a deposit premium only which shall be credited to the amount of the earned premium due at the end of each annual policy

period. At the close of each period (or part thereof terminating with the end of each annual policy period) designated in the Declarations as the audit period, the earned premium shall be computed for such period and, upon notice thereof to the **named insured** shall become due and payable. If the total earned premium for each annual policy period is less than the premium previously paid, the Company shall return to the **named insured** the unearned portion paid by the **named insured**.

The **named insured** shall maintain records of such information as is necessary for premium computation, and shall send copies of such records to the Company at the end of the policy period and at such times during the policy period as the Company may direct.

**2. OTHER INSURANCE.** The insurance afforded by this policy is primary insurance, except when stated to apply in excess of or contingent upon the absence of other insurance. When this insurance is primary and the **insured** has other insurance which is stated to be applicable to the loss on an excess or contingent basis, the amount of the Company's liability under this policy shall not be reduced by the existence of such other insurance.

When both this insurance and other insurance apply to the loss on the same basis, whether primary, excess or contingent, the Company shall not be liable under this policy for a greater proportion of the loss than stated in the applicable contribution provision below;

**(a) Contribution by Equal Shares.** If all of such other valid and collectible insurance provides for the contribution by equal shares, the Company shall not be liable for a greater proportion of such loss than would be payable if each insurer contributes an equal share until the share of each insurer equals the lowest applicable limit of liability under any one policy or the full amount of the loss is paid, and with respect to any amount of loss not so paid the remaining insurers

then continue to contribute equal shares of the remaining amount of the loss until each such insurer has paid its limit in full or the full amount of the loss is paid.

**(b) Contribution by Limits.** If any of such other insurance does not provide for contribution by equal shares, the Company shall not be liable for a greater proportion of such loss than the applicable limit of Liability under this policy for such loss bears to the total applicable limit of all valid and collectible insurance against such loss.

### **3. INSURED'S DUTIES IN THE EVENT OF OCCURRENCE, CLAIM OR SUIT.**

**(a)** In the event of an **occurrence**, written notice containing particulars sufficient to identify the **insured** and also reasonably obtainable information with respect to the time, place and circumstances thereof, and the names and addresses of the injured and of available witnesses, shall be given by or for the **insured** to the Company or any of its authorized agents as soon as practicable.

**(b)** If a claim is made or suit is brought against the **insured**, the **insured** shall immediately forward to the Company every demand, notice, summons, or other process received by him or his representative.

**(c)** The **insured** shall cooperate with the Company and, upon the Company's request, assist in making settlements, in the conduct of suits and in enforcing any right of contribution or indemnity against any person or organization who may be liable to the **insured** because of injury or damage with respect to which insurance is afforded under this policy; and the **insured** shall attend hearings and trials and assist in securing and giving evidence and obtaining the attendance of witnesses. The **insured** shall not, except at his own cost, voluntarily make any payment, assume any obligation or incur any expense other than for the first aid to others at the time of the accident.

### **SUPPLEMENTARY PAYMENTS**

The Company will pay, in addition to the applicable limit of liability:

**(a)** all expenses incurred by the Company, all costs taxed against the **insured** in any suit defended by the Company and all interest on the entire amount of any judgment therein which accrues after entry of the judgment and before the Company has paid or tendered or deposited in court that part of the judgment which does not exceed the limit of the Company's liability thereon;

**(b)** premiums on appeal bonds required in any such suit, premiums on bonds to release attachments in any such suit for an amount not in excess of the applicable limit of liability

of this policy, and the cost of bail bonds required of the **insured** because of accident or traffic violation arising out of the use of any vehicle to which this policy applies, not to exceed \$250 per bail bonds, but the Company shall have no obligation to apply for or furnish any such bonds;

**(c)** reasonable expenses incurred by the **insured** for first aid to others at the time of an accident, for **bodily injury** to which this policy applies;

**(d)** reasonable expenses incurred by the **insured** at the Company's request in assisting the Company in the investigation or defense of any claim or suit, including actual loss of earnings not to exceed \$25 per day.

### **NUCLEAR ENERGY LIABILITY EXCLUSION ENDORSEMENT (BROAD FORM)**

This endorsement modifies the provisions of this policy relating to all General Liability and Medical Payments.

It is agreed that:

1. This policy does not apply:

A. Under any Liability Coverage, to **bodily injury** or **property damage**

(1) with respect to which an **insured** under this policy is also an insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters or Nuclear Insurance Association of Canada, or would be an insured under any such policy but for its termination upon exhaustion of its limits of liability; or



(2) resulting from the **hazardous properties of nuclear material** and with respect to which (a) any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or (b) the **insured** is, or had this policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America or any agency thereof, with any person or organization.

B. Under any Medical Payments Coverage, or under any Supplementary Payments provision relating to first aid, to expenses incurred with respect to **bodily injury** resulting from the **hazardous properties of nuclear material** and arising out of the operation of a **nuclear facility** by any person or organization.

C. Under any Liability Coverage, to **bodily injury** or **property damage** resulting from the **hazardous properties of nuclear material**, if

(1) the **nuclear material** (a) is at any **nuclear facility** owned by, or operated by or on behalf of, an **insured** or (b) has been discharged or dispersed therefrom;

(2) the **nuclear material** is contained in **spent fuel** or **waste** at any time possessed, handled, used, processed, stored, transported or disposed of by or on behalf of an **insured**; or

(3) the **bodily injury** or **property damage** arises out of the furnishing by an **insured** of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any **nuclear facility**, but if such facility is located within the United States of America, its territories or possessions or Canada, this exclusion (3) applies only to **property damage** to such **nuclear facility** and any property thereat.

II. As used in this endorsement:

"**hazardous properties**" includes radioactive, toxic or explosive properties;

"**nuclear material**" means **source material**, **special nuclear material** or **byproduct material**;

"**source material**", "**special nuclear material**", and "**byproduct material**" have the meanings given them in the Atomic Energy Act of 1954 or in any law amendatory thereof;

"**spent fuel**" means any fuel element or fuel component solid or liquid, which has been used or exposed to radiation in a **nuclear reactor**;

"**waste**" means any **waste material**

(a) containing **by-product material** other than the tailings or **wastes** produced by the extraction or concentration of uranium or thorium from any ore processed primarily for its **source material** content, and

(b) resulting from the operation by any person or organization of any **nuclear facility** included under the first two paragraphs of the definition of **nuclear facility**.

"**nuclear facility**" means

(a) any **nuclear reactor**,

(b) any equipment or device designed or used for (1) separating the isotopes of uranium or plutonium, (2) processing or utilizing **spent fuel**, or (3) handling, processing or packaging **waste**,

(c) any equipment or device used for the processing, fabricating, or alloying of **special nuclear material** if at any time the total amount of such material in the custody of the **insured** at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235.


(d) any structure, basin, excavation, premises or place prepared or used for the storage or disposal of **waste**,

and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations;

"**nuclear reactor**" means any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable material,

"**property damage**" includes all forms of radioactive contamination of property.

IN WITNESS WHEREOF, we have caused this policy to be signed by our President and Secretary, but it shall not be binding upon us unless it is countersigned on the Declarations page by one of our duly authorized agents.



SECRETARY



PRESIDENT



COMMERCIAL COVERAGE

GENERAL LIABILITY

Amendatory Endorsement

POLICY AMENDMENT

GL 00 32 04 84

This endorsement modifies such insurance as is afforded by the provisions of the policy relating to the following:

**COMPREHENSIVE GENERAL LIABILITY INSURANCE  
MANUFACTURERS AND CONTRACTORS LIABILITY INSURANCE  
OWNERS, LANDLORDS AND TENANTS LIABILITY INSURANCE  
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY INSURANCE  
STOREKEEPERS INSURANCE  
SMP LIABILITY INSURANCE**

It is agreed that the exclusion relating to **bodily injury** to any employee of the **insured** is deleted and replaced by the following:

This insurance does not apply:

- (i) to **bodily injury** to any employee of the **insured** arising out of and in the course of his employment by the **insured** for which the **insured** may be held liable as an employer or in any other capacity;
- (ii) to any obligation of the **insured** to indemnify or contribute with another because of damages arising out of the **bodily**

**injury**; or

- (iii) to **bodily injury** sustained by the spouse, child, parent, brother, or sister of an employee of the **insured** as a consequence of **bodily injury** to such employee arising out of and in the course of his employment by the **insured**;

This exclusion applies to all claims and suits by any person or organization for damages because of such **bodily injury** including damages for care and loss of services.

This exclusion does not apply to liability assumed by the **insured** under an **incidental contract**.

This Form must be attached to Change Endorsement when issued after the Policy is written.

ONE OF THE FIREMAN'S FUND INSURANCE COMPANIES AS NAMED IN THE POLICY

11 XCL

*William H. Delaney*  
PRESIDENT

STOCK NO. GL 00 32 04 84

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## COMMERCIAL COVERAGE

### POLICY AMENDMENT

## GENERAL LIABILITY

### Pollution Exclusion

GL 21 33 02 85

This endorsement modifies such insurance as is afforded by the provisions of the policy relating to the following:

**COMPREHENSIVE GENERAL LIABILITY INSURANCE  
CONTRACTUAL LIABILITY INSURANCE  
MANUFACTURERS AND CONTRACTORS LIABILITY INSURANCE  
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY INSURANCE  
OWNERS, LANDLORDS AND TENANTS LIABILITY INSURANCE  
SMP LIABILITY INSURANCE  
STOREKEEPERS INSURANCE**

It is agreed that the exclusion relating to the discharge, dispersal, release or escape of smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, liquids or gases, waste materials or other irritants, contaminants or pollutants is replaced by the following:

(1) to **bodily injury or property damage** arising out of the actual, alleged or threatened discharge, dispersal, release or escape of pollutants:

(a) at or from premises owned, rented or occupied by the **named insured**;

(b) at or from any site or location used by or for the **named insured** or others for the handling, storage, disposal, processing or treatment of waste;

(c) which are at any time transported, handled, stored, treated, disposed of, or processed as waste by or for the **named insured** or any person or organization for whom the **named insured** may be legally responsible; or

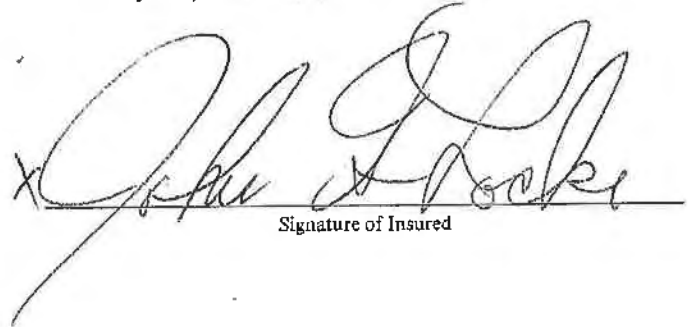
(d) at or from any site or location on which the **named insured** or any contractors or subcontractors working directly or indirectly on behalf of the **named insured** are performing operations:

(i) if the pollutants are brought on or to the site or location in connection with such operations; or

(ii) if the operations are to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize the pollutants.

(2) to any loss, cost or expense arising out of any governmental direction or request that the **named insured** test for, monitor, clean up, remove, contain, treat, detoxify or neutralize pollutants.

Pollutants means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.

  
Signature of Insured

This Form must be attached to Change Endorsement when issued after the Policy is written.

ONE OF THE FIREMAN'S FUND INSURANCE COMPANIES AS NAMED IN THE POLICY

H XCL



PRESIDENT

STOCK NO. GL 21 33 02 85

FFIC\_EPA\_0000340

COMMERCIAL COVERAGE

POLICY AMENDMENT

GENERAL PROVISIONS

Supplementary State Endorsement

California

UNLESS INDICATED OTHERWISE THE FOLLOWING PROVISIONS SHALL APPLY TO  
PROPERTY, LIABILITY, AND OPTIONAL COVERAGES WHICH MAY BE INSURED BY THIS POLICY

**CALIFORNIA AMENDATORY CANCELLATION ENDORSEMENT (141376-6-85)**

Regardless of any policy or coverage cancellation provision  
that states otherwise, if the premium for this policy is not paid  
when due we may mail or deliver our cancellation for non-

payment of premium by giving you at least 10 days notice.  
The remaining cancellation provisions are not changed.

This Form must be attached to Change Endorsement when issued after the Policy is written.

ONE OF THE FIREMAN'S FUND INSURANCE COMPANIES AS NAMED IN THE POLICY

13 XCL

*William A. Williams*  
PRESIDENT

ANG000190

FFIC\_EPA\_0000341



**COMMERCIAL COVERAGE**

**POLICY AMENDMENT**

**GENERAL LIABILITY**

**Amendatory Endorsement—Additional Definition**

**GL 00 19 07 78**

**This endorsement modifies such insurance as is afforded by the provisions of the policy relating to the following:**

**GENERAL LIABILITY INSURANCE AND SMP LIABILITY INSURANCE**

It is agreed that the following definition is added:

"loading or unloading", with respect to an automobile, means the handling of property after it is moved from the place where it is accepted for movement into or onto an automobile or while it is being moved from an automobile to the

place where it is finally delivered, but "loading or unloading" does not include the movement of property by means of a mechanical device (other than a hand truck) not attached to the automobile.

**This Form must be attached to Change Endorsement when issued after the Policy is written.**

ONE OF THE FIREMAN'S FUND INSURANCE COMPANIES AS NAMED IN THE POLICY

*William H. Hubbard*

PRESIDENT

11 XCL

STOCK NO. GL 00 19 07 78

FFIC\_EPA\_0000342

**COMMERCIAL COVERAGE****GENERAL LIABILITY****POLICY AMENDMENT**

General Liability Multi-Cover®

105161-09-83

IF THE FOLLOWING INFORMATION IS NOT COMPLETE, REFER TO THE APPROPRIATE DECLARATIONS ATTACHED TO THE POLICY.

INSURED	POLICY NUMBER	SEQUENTIAL NO.
PRODUCER	EFFECTIVE DATE	

**DECLARATIONS**

PERSONAL INJURY AND ADVERTISING LIABILITY AGGREGATE LIMIT SHALL BE THE PER OCCURRENCE BODILY INJURY LIABILITY LIMIT UNLESS OTHERWISE INDICATED HEREIN

\$ .000 AGGREGATE

PREMISES MEDICAL PAYMENTS COVERAGE LIMIT OF LIABILITY \$1,000 EACH PERSON UNLESS OTHERWISE INDICATED HEREIN

\$ .000 EACH PERSON

Such insurance as is afforded by the Policy for Comprehensive General Liability Insurance or Storekeeper's Insurance is amended to include the following additions and extensions of coverage:

**1. CONTRACTUAL LIABILITY COVERAGE**

(A) The definition of incidental contract is extended to include any oral or written contract or agreement relating to the conduct of the named insured's business.

(B) The insurance afforded with respect to liability assumed under an incidental contract is subject to the following additional exclusions:

(1) to bodily injury or property damage for which the insured has assumed liability under any incidental contract, if such injury or damage occurred prior to the execution of the incidental contract;

(2) if the insured is an architect, engineer or surveyor, to bodily injury or property damage arising out of the rendering of or the failure to render professional services by such insured, including

(a) the preparation or approval of maps, drawings, opinions, reports, surveys, change orders, designs or specifications, and

(b) supervisory, inspection or engineering services;

(3) if the indemnitee of the insured is an architect, engineer or surveyor, to the liability of the indemnitee, his agents or employees, arising out of

(a) the preparation or approval of or the failure to prepare or approve maps, drawings, opinions, reports, surveys, change orders, designs or specifications, or

(b) the giving of or the failure to give directions or instructions by the indemnitee, his agents or employees, provided such giving or failure to give is the primary cause of the bodily injury or property damage;

(4) to any obligation for which the insured may be held liable in an action on a contract by a third party beneficiary for bodily injury or property damage arising out of a project for a public authority; but this exclusion does not apply to an action by the public authority or any other person or organization engaged in the project;

(5) to bodily injury or property damage arising out of construction or demolition operations, within 50 feet of any railroad property, and affecting any railroad bridge or trestle, tracks, road beds, tunnel, underpass or crossing; but this exclusion does not apply to sidetrack agreements, or easement or license agreements in connection with vehicle or pedestrian private railroad crossings at grade.

(C) The following exclusions applicable to Coverages A (Bodily Injury) and B (Property Damage) do not apply to

This Form must be attached to Change Endorsement when issued after the Policy is written.

ONE OF THE FIREMAN'S FUND INSURANCE COMPANIES AS NAMED IN THE POLICY

11 KCL

*James J. Hennessey*  
PRESIDENT



this Contractual Liability Coverage: (b), (c) (2), (d) and (e).

(D) the following additional condition applies:

#### Arbitration

The company shall be entitled to exercise all of the insured's rights in the choice of arbitrators and in the conduct of any arbitration proceeding.

### 2. PERSONAL INJURY AND ADVERTISING INJURY LIABILITY COVERAGE

(A) The company will pay on behalf of the insured all sums which the insured shall become legally obligated to pay as damages because of personal injury or advertising injury to which this insurance applies, sustained by any person or organization and arising out of the conduct of the named insured's business, within the policy territory, and the company shall have the right and duty to defend any suit against the insured seeking damages on account of such injury, even if any of the allegations of the suit are groundless, false or fraudulent, and may make such investigation and settlement of any claim or suit as it deems expedient, but the company shall not be obligated to pay any claim or judgment or to defend any suit after the applicable limit of the company's liability has been exhausted by payment of judgments or settlements.

(B) This insurance does not apply:

(1) to liability assumed by the insured under any contract or agreement;

(2) to personal injury or advertising injury arising out of the willful violation of a penal statute or ordinance committed by or with the knowledge or consent of the insured;

(3) to personal injury or advertising injury arising out of a publication or utterance of a libel or slander, or a publication or utterance in violation of an individual's right of privacy, if the first injurious publication or utterance of the same or similar material by or on behalf of the named insured was made prior to the effective date of this insurance;

(4) to personal injury or advertising injury arising out of libel or slander or the publication or utterance of defamatory or disparaging material concerning any person or organization or goods, products or services, or in violation of an individual's right of privacy, made by or at the direction of the insured with knowledge of the falsity thereof;

(5) to personal injury or advertising injury arising out of the conduct of any partnership or joint venture of which the insured is a partner or member and which is not designated in the declarations of the policy as a named insured;

(6) to advertising injury arising out of

(a) failure of performance of contract, but this exclusion does not apply to the unauthorized appropriation of ideas based upon alleged breach of implied contract, or

(b) infringement of trademark, service mark or trade name, other than titles or slogans, by use thereof on or in connection with goods, products or services sold, offered for sale or advertised, or

(c) incorrect description or mistake in advertised price of goods, products or services sold, offered for sale or advertised;

(7) with respect to advertising injury

(a) to any insured in the business of advertising, broadcasting, publishing or telecasting, or

(b) to any injury arising out of any act committed by the insured with actual malice.

#### (C) Limits of Liability

Regardless of the number of (1) insureds hereunder, (2) persons or organizations who sustain injury or damage, or (3) claims made or suits brought on account of personal injury or advertising injury, the total limit of the company's liability under this coverage for all damages shall not exceed the limit of liability stated in this endorsement as "aggregate".

#### (D) Additional Definitions

"Advertising Injury" means injury arising out of an offense committed during the policy period occurring in the course of the named insured's advertising activities, if such injury arises out of libel, slander, defamation, violation of right of privacy, piracy, unfair competition, or infringement of copyright, title or slogan.

"Personal Injury" means injury arising out of one or more of the following offenses committed during the policy period:

(1) false arrest, detention, imprisonment, or malicious prosecution;

(2) wrongful entry or eviction or other invasion of the right of private occupancy;

(3) a publication or utterance

(a) of a libel or slander or other defamatory or disparaging material, or

(b) in violation of an individual's right of privacy;

except publications or utterances in the course of or related to advertising, broadcasting, publishing or telecasting activities conducted by or on behalf of the named insured shall not be deemed personal injury.

### 3. PREMISES MEDICAL PAYMENTS COVERAGE

The company will pay to or for each person who sustains bodily injury caused by accident all reasonable medical expense incurred within one year from the date of the accident on account of such bodily injury, provided such bodily injury arises out of (a) a condition in the insured premises, or (b) operations with respect to which the named insured is afforded coverage for bodily injury liability under the policy.



This insurance does not apply:

**(A) to bodily injury**

(1) arising out of the ownership, maintenance, operation, use, loading or unloading of

(a) any automobile or aircraft owned or operated by or rented or loaned to any insured, or

(b) any other automobile or aircraft operated by any person in the course of his employment by any insured; but this exclusion does not apply to the parking of an automobile on the insured premises, if such automobile is not owned by or rented or loaned to any insured;

**(2) arising out of**

(a) the ownership, maintenance, operation, use, loading or unloading of any mobile equipment while being used in any prearranged or organized racing, speed or demolition contest or in any stunting activity or in practice or preparation for any such contest or activity, or

(b) the operation or use of any snowmobile or trailer designed for use therewith;

(i) owned or operated by or rented or loaned to any insured, or

(ii) operated by any person in the course of his employment by any insured;

(3) arising out of the ownership, maintenance, operation, use, loading or unloading of

(a) any watercraft owned or operated by or rented or loaned to any insured, or

(b) any other watercraft operated by any person in the course of his employment by any insured;

but this exclusion does not apply to watercraft while ashore on the insured premises;

(4) arising out of and in the course of the transportation of mobile equipment by an automobile owned or operated by or rented or loaned to the named insured;

**(B) to bodily injury**

(1) included within the completed operations hazard or the products hazard;

(2) arising out of operations performed for the named insured by independent contractors other than

(a) maintenance and repair of the insured premises, or

(b) structural alterations at such premises which do not involve changing the size of or moving buildings or other structures;

(3) resulting from the selling, serving or giving of any alcoholic beverage

(a) in violation of any statute, ordinance or regulation,

(b) to a minor,

(c) to a person under the influence of alcohol, or

(d) which causes or contributes to the intoxication of any person.

If the named insured is a person or organization engaged in the business of manufacturing, distributing, selling or serving alcoholic beverages, or if not so engaged, is an owner or lessor of premises used for such purposes, but only part (a) of this exclusion (B) (3) applies when the named insured is such an owner or lessor;

(4) due to war, whether or not declared, civil war, insurrection, rebellion or revolution, or to any act or condition incident to any of the foregoing;

**(C) to bodily injury**

(1) to the named insured, any partner thereof, any tenant or other person regularly residing on the insured premises or any employee of any of the foregoing if the bodily injury arises out of and in the course of his employment therewith;

(2) to any other tenant if the bodily injury occurs on that part of the insured premises rented from the named insured or to any employee of such a tenant if the bodily injury occurs on the tenant's part of the insured premises and arises out of and in the course of his employment for the tenant;

(3) to any person while engaged in maintenance and repair of the insured premises or alteration, demolition or new construction at such premises;

(4) to any person if any benefits for such bodily injury are payable or required to be provided under any workmen's compensation, unemployment compensation or disability benefits law, or under any similar law;

(5) to any person practicing, instructing or participating in any physical training, sport, athletic activity or contest whether on a formal or informal basis;

(6) if the named insured is a club, to any member of the named insured;

(7) if the named insured is a hotel, motel, or tourist court, to any guest of the named insured;

(D) to any medical expense for services by the named insured, any employee thereof or any person or organization under contract to the named insured to provide such services.

**LIMITS OF LIABILITY**

The limit of liability for Premises Medical Payments Coverage is \$1,000 each person unless otherwise stated in the schedule of this endorsement. The limit of liability applicable to "each person" is the limit of the company's liability for all medical expense for bodily injury to any one person as the result of any one accident; but subject to the above provision respecting "each person", the total liability of the company under Premises Medical Payments Coverage for all medical expense for bodily injury to two or more persons as the result of any one accident shall not exceed the limit of bodily injury liability stated in the policy as applicable to "each occurrence".



When more than one medical payments coverage afforded by the policy applies to the loss, the company shall not be liable for more than the amount of the highest applicable limit of liability.

#### ADDITIONAL DEFINITIONS

When used herein:

"insured premises" means all premises owned by or rented to the named insured with respect to which the named insured is afforded coverage for bodily injury liability under this policy, and includes the ways immediately adjoining on land;

"medical expense" means expenses for necessary medical, surgical, x-ray and dental services, including prosthetic devices, and necessary ambulance, hospital, professional nursing and funeral services.

#### ADDITIONAL CONDITION

##### Medical Reports; Proof and Payment of Claim

As soon as practicable the injured person or someone on his behalf shall give to the company written proof of claim, under oath if required, and shall, after each request from the company, execute authorization to enable the company to obtain medical reports and copies of records. The injured person shall submit to physical examination by physicians selected by the company when and as often as the company may reasonably require. The company may pay the injured person or any person or organization rendering the services and the payment shall reduce the amount payable hereunder for such injury. Payment hereunder shall not constitute an admission of liability of any person or, except hereunder, of the company.

#### 4. HOST LIQUOR LAW LIABILITY COVERAGE

Exclusion (h) does not apply with respect to liability of the insured or his indemnitee arising out of the giving or serving of alcoholic beverages at functions incidental to the named insured's business, provided the named insured is not engaged in the business of manufacturing, distributing, selling or serving of alcoholic beverages.

#### 5. FIRE AND/OR EXPLOSION LEGAL LIABILITY COVERAGE—REAL PROPERTY

With respect to property damage to structures or portions thereof rented to or leased to the named insured, including fixtures permanently attached thereto, if such property damage arises out of fire or explosion

(A) All of the exclusions of the policy, other than the Nuclear Energy Liability Exclusion (Broad Form), are deleted and replaced by the following:

This insurance does not apply to liability assumed by the insured under any contract or agreement.

(B) The limit of property damage liability as respects this Fire and/or Explosion Legal Liability Coverage—Real Property is \$50,000 each occurrence unless otherwise stated in the schedule of this endorsement.

(C) The Fire and/or Explosion Legal Liability Coverage—Real Property shall be excess insurance over any valid and collectible property insurance (including any deductible portion thereof), available to the insured, such as, but not limited to, Fire, Extended Coverage, Builder's Risk Coverage or Installation Risk Coverage, and the Other Insurance Condition of the policy is amended accordingly.

#### 6. BROAD FORM PROPERTY DAMAGE LIABILITY COVERAGE (Including Completed Operations)

The insurance for property damage liability applies, subject to the following additional provisions:

(A) Exclusions (k) and (o) are replaced by the following:

(1) to property owned or occupied by or rented to the insured, or, except with respect to the use of elevators, to property held by the insured for sale or entrusted to the insured for storage or safekeeping;

(2) except with respect to liability under a written side-track agreement or the use of elevators

(a) to property while on premises owned by or rented to the insured for the purpose of having operations performed on such property by or on behalf of the insured,

(b) to tools or equipment while being used by the insured in performing his operations,

(c) to property in the custody of the insured which is to be installed, erected or used in construction by the insured,

(d) to that particular part of any property, not on premises owned by or rented to the insured,

(i) upon which operations are being performed by or on behalf of the insured at the time of the property damage arising out of such operations, or

(ii) out of which any property damage arises, or

(iii) the restoration, repair or replacement of which has been made or is necessary by reason of faulty workmanship thereon by or on behalf of the insured;

(3) with respect to the completed operations hazard and with respect to any classification stated in the policy or in the company's manual as "including completed operations", to property damage to work performed by the named insured arising out of such work or any portion thereof, or out of such materials, parts or equipment furnished in connection therewith.

(B) The Broad Form Property Damage Liability Coverage shall be excess insurance over any valid and collectible property insurance (including any deductible portion thereof) available to the insured, such as, but not limited to, Fire, Extended Coverage, Builder's Risk Coverage or Installation Risk Coverage, and the Other Insurance Condition of the policy is amended accordingly.

#### 7. INCIDENTAL MEDICAL MALPRACTICE LIABILITY COVERAGE

The definition of bodily injury is amended to include Incidental Medical Malpractice Injury.



Incidental Medical Malpractice Injury means injury arising out of the rendering of or failure to render, during the policy period, the following services:

(A) medical, surgical, dental, x-ray or nursing service or treatment or the furnishing of food or beverages in connection therewith, or

(B) the furnishing or dispensing of drugs or medical, dental or surgical supplies or appliances.

This coverage does not apply to:

(1) expenses incurred by the insured for first-aid to others at the time of an accident and the "Supplementary Payments" provision and the "Insured's Duties in the Event of Occurrence, Claim or Suit" Condition are amended accordingly;

(2) any insured engaged in the business or occupation of providing any of the services described under 7 (A) and (B) above;

(3) injury caused by any indemnitee if such indemnitee is engaged in the business or occupation of providing any of the services described under 7 (A) and (B) above.

#### 8. NON-OWNED WATERCRAFT LIABILITY COVERAGE (33 feet and under in length)

Exclusion (e) does not apply to any watercraft 33 feet and under in length provided such watercraft is neither owned by the named insured nor being used to carry persons or property for a charge.

Where the insured is, irrespective of this coverage, covered or protected against any loss or claim which would otherwise have been paid by the company under this endorsement, there shall be no contribution or participation by this company on the basis of excess, contributing, deficiency, concurrent, or double insurance or otherwise.

#### 9. LIMITED WORLDWIDE LIABILITY COVERAGE

The definition of policy territory is amended to include the following:

(4) Anywhere in the world with respect to bodily injury, property damage, personal injury or advertising injury arising out of the activities of any insured permanently domiciled in the United States of America though temporarily outside the United States of America, its territories and possessions or Canada, provided the original suit for damages because of any such injury or damage is brought within the United States of America, its territories or possessions or Canada.

Such insurance as is afforded by paragraph (4) above shall not apply:

(a) to bodily injury or property damage included within the completed operations hazard or the products hazard;

(b) to Premises Medical Payments Coverage.

#### 10. ADDITIONAL PERSONS INSURED

As respects bodily injury, property damage and personal injury and advertising injury coverages, under the provision "Persons Insured", the following are added as insureds:

(A) Spouse—Partnership—If the named insured is a partnership, the spouse of a partner but only with respect to the conduct of the business of the named insured;

(B) Employee—Any employee (other than executive officers) of the named insured while acting within the scope of his duties as such, but the insurance afforded to such employee does not apply:

(1) to bodily injury or personal injury to another employee of the named insured arising out of or in the course of his employment;

(2) to personal injury or advertising injury to the named insured or, if the named insured is a partnership or joint venture, any partner or member thereof, or the spouse of any of the foregoing;

(3) to property damage to property owned, occupied or used by, rented to, in the care, custody or control of or over which physical control is being exercised for any purpose by another employee of the named insured, or by the named insured or, if the named insured is a partnership or joint venture, by any partner or member thereof or by the spouse of any of the foregoing.

#### 11. AMENDMENT OF OCCURRENCE DEFINITION

The definition of occurrence includes any intentional act by or at the direction of the insured which results in bodily injury, if such injury arises solely from the use of reasonable force for the purpose of protecting persons or property.

#### 12. AUTOMATIC COVERAGE—NEWLY ACQUIRED ORGANIZATIONS (90 DAYS)

The word insured shall include as named insured any organization which is acquired or formed by the named insured and over which the named insured maintains ownership or majority interest, other than a joint venture, provided this insurance does not apply to bodily injury, property damage, personal injury or advertising injury with respect to which such new organization under this policy is also an insured under any other similar liability or indemnity policy or would be an insured under any such policy but for exhaustion of its limits of liability. The insurance afforded hereby shall terminate 90 days from the date any such organization is acquired or formed by the named insured.

#### 13. INSURED'S DUTIES IN THE EVENT OF OCCURRENCE, CLAIM OR SUIT

Paragraphs (a) and (b) of the condition entitled "Insured's Duties in the Event of Occurrence, Claim or Suit" are deleted and replaced by the following:



(A) In the event of an occurrence, written notice containing particulars sufficient to identify the insured, and also reasonably obtainable information with respect to the time, place and circumstances thereof, and the names and addresses of the injured and of available witnesses, shall be given by or for the insured to the company or any of its authorized agents as soon as practicable after knowledge of such occurrence is had by the named insured, if an individual; by a partner, if the named insured is a partnership; or by an executive officer or insurance manager, if the named insured is a corporation.

(B) If a claim is made or suit is brought against the insured, every demand, notice, summons or other process received by the insured or its representative shall be immediately forwarded to the company; however, this condition will not be considered breached unless failure to forward such demand, notice, summons or other process to the company occurs after knowledge of such is had by the named insured, if an individual; by a partner, if the named insured is a partnership; or by an executive officer or insurance manager, if the named insured is a corporation.

## COMMERCIAL COVERAGE

### POLICY AMENDMENT

## GENERAL PROVISIONS

### Amendatory Endorsement Prejudgment Interest

IL 00 18 10 84

The following is added to the Supplementary Payments provision in this policy:

The Company will pay, in addition to the applicable limit of liability, prejudgment interest awarded against the insured on

that part of the judgment the Company pays. If the Company makes an offer to pay the applicable limit of its liability, the Company will not pay any prejudgment interest based on that period of time after the offer.

This Form must be attached to Change Endorsement when issued after the Policy is written.

ONE OF THE FIREMAN'S FUND INSURANCE COMPANIES AS NAMED IN THE POLICY

*William H. Helmer*

IL XCL

PRESIDENT

STOCK NO. IL 00 18 10 84

FFIC\_EPA\_0006349

**COMMERCIAL LIABILITY  
COVERAGE**

**POLICY AMENDMENT**

**GENERAL LIABILITY**

**Amendment of Policy—Additional Condition**

**105244—08-80 REV.**

**This endorsement modifies such insurance as is afforded by the provisions of the policy relating to the following:**

**ALL INSURANCE OTHER THAN AUTOMOBILE**

It is agreed that the following condition is added:

**Two or More Policies.** If this policy and any other policy issued to the **named insured** by the Company named in this policy or any company affiliated with the Company named in this policy apply to the same occurrence, the aggregate maximum limit of liability under all the policies shall not

exceed the highest applicable limit of liability under any one policy. This condition does not apply to any policy issued by the Company named in this policy or any company affiliated with the Company named in this policy specifically to apply as excess insurance over this policy.

**This Endorsement must be attached to Change Endorsement when issued after the Policy is written.**

ONE OF THE FIREMAN'S FUND INSURANCE COMPANIES AS NAMED IN THE POLICY

*William H. Helms*

PRESIDENT

11 XCL

STOCK NO. 105244—08-80 REV.

FFIC\_EPA\_0000350



COMMERCIAL COVERAGE

POLICY AMENDMENT

GENERAL PROVISIONS

Supplementary State Endorsement

California

UNLESS INDICATED OTHERWISE THE FOLLOWING PROVISIONS SHALL APPLY TO  
PROPERTY, LIABILITY, AND OPTIONAL COVERAGES WHICH MAY BE INSURED BY THIS POLICY

**CALIFORNIA AMENDATORY CANCELLATION ENDORSEMENT (141376-6-85)**

Regardless of any policy or coverage cancellation provision  
that states otherwise, if the premium for this policy is not paid  
when due we may mail or deliver our cancellation for non-

payment of premium by giving you at least 10 days notice.  
The remaining cancellation provisions are not changed.

This Form must be attached to Change Endorsement when issued after the Policy is written.

ONE OF THE FIREMAN'S FUND INSURANCE COMPANIES AS NAMED IN THE POLICY

11 XCL

*William H. Delaney*  
PRESIDENT

STOCK NO. 140503-CA-06-85

FFIC\_EPA\_0000351

**COMMERCIAL LIABILITY  
COVERAGE**

**POLICY AMENDMENTS**

**GENERAL LIABILITY**

**Supplementary State Endorsements**

**California**

The following endorsements shall apply only when specifically incorporated through appropriate entry in the Declarations.

• **EXCLUSION (FINANCIAL INSTITUTIONS—CALIFORNIA) (GL 21 10 09 77)**

**(COMPREHENSIVE GENERAL LIABILITY INSURANCE;  
OWNERS, LANDLORDS AND TENANTS LIABILITY INSURANCE)**

It is agreed that the insurance does not apply to **property damage** to or **bodily injury** or **property damage** arising out of any premises

1. in which the **Insured** holds a security interest because of loans made in connection therewith, or

2. the construction or improvement of which the **Insured** has otherwise financed;

but this exclusion does not apply to **bodily injury** or **property damage** arising out of any premises either owned or intended for occupancy by the **Insured**.

• **CALIFORNIA PUBLIC SCHOOLS AND COMMUNITY COLLEGE ENDORSEMENT (180034—08-78)**

**(COMPREHENSIVE GENERAL LIABILITY INSURANCE; AUTO LIABILITY INSURANCE)**

It is agreed that the policy provides such insurance as is required under Sections 35208 or 72506 and Sections 44873 or 87440 of the California Education Code (Reorganized), subject to the applicable Limits of Liability and all of the terms of the policy and of this endorsement:

1. (a) **Additional Insureds:** The "Persons Insured" provision of the policy is amended to include as an **insured** members of the governing board, officers and employees of the **named Insured**, including any physician employed for the performance of **medical services** pursuant to Sections 44873 and 87440 of the California Education Code, while acting within the scope of their duties as such.

(b) **Other Insurance:** The insurance with respect to any

**insured** other than the **named Insured**, shall be excess insurance over any other valid and collectible insurance.

2. **Cancellation by the Company:** The Cancellation Condition of the policy is amended by the substitution of the words "thirty days" for "ten days" therein.

3. **Additional Definition:** "medical services" includes any medical services required to be performed by a physician while required to be in attendance at high school or community college athletic contests or meets.

4. **First Aid:** The "Supplementary Payments" provision of the policy does not apply, under the Comprehensive General Liability Insurance, to first aid to any student or pupil.

This Form must be attached to Change Endorsement when issued after the Policy is written.

ONE OF THE FIREMAN'S FUND INSURANCE COMPANIES AS NAMED IN THE POLICY

11 XCL

*Myron De Bano*  
PRESIDENT

STOCK NO. 140547-CA—11-82

FFIC\_EPA\_0000352



QCORU

# CERTIFICATE OF INSURANCE

ISSUE DATE (MM/YY)  
2-18-86

PRODUCER

## MAX BEHM & ASSOCIATES, INC.

INSURANCE

P.O. BOX 9005 • VAN NUYS, CA 91409  
(818) 704-1000 • (213) 872-0900

INSURED

Angeles Chemical Co., Inc.  
& Stallion Tank Lines Inc.  
P.O. Box 2163  
Santa Fe Springs, CA 90670

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

### COMPANIES AFFORDING COVERAGE

COMPANY LETTER	A	Fireman's Fund Insurance Co.
COMPANY LETTER	B	Industrial Indemnity
COMPANY LETTER	C	
COMPANY LETTER	D	
COMPANY LETTER	E	

### COVERAGES

THIS IS TO CERTIFY THAT POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS, AND CONDITIONS OF SUCH POLICIES.

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIABILITY LIMITS IN THOUSANDS		
						EACH OCCURRENCE	AGGREGATE
A	GENERAL LIABILITY	MXC80006534	1/1/86	1/1/87	BODILY INJURY	\$	\$
	<input checked="" type="checkbox"/> COMPREHENSIVE FORM				PROPERTY DAMAGE	\$	\$
	<input checked="" type="checkbox"/> PREMISES/OPERATIONS UNDERGROUND EXPLOSION & COLLAPSE HAZARD				BI & PD COMBINED	\$ 500,	\$ 500,
	<input checked="" type="checkbox"/> PRODUCTS/COMPLETED OPERATIONS				PERSONAL INJURY		\$ 500,
	<input checked="" type="checkbox"/> CONTRACTUAL						
	<input checked="" type="checkbox"/> INDEPENDENT CONTRACTORS						
B	AUTOMOBILE LIABILITY	MXC80006534 A58819123	1/1/86	1/1/87	BODILY INJURY (PER PERSON)	\$*See below	
	<input checked="" type="checkbox"/> ALL OWNED AUTOS (PRIV. PASS.)				BODILY INJURY (PER ACCIDENT)	\$	
	<input checked="" type="checkbox"/> ALL OWNED AUTOS (OTHER THAN PRIV. PASS.)				PROPERTY DAMAGE	\$	
	<input type="checkbox"/> HIRED AUTOS				BI & PD COMBINED	\$	
	<input type="checkbox"/> NON-OWNED AUTOS						
	<input type="checkbox"/> GARAGE LIABILITY						
	EXCESS LIABILITY				BI & PD COMBINED	\$	\$
	<input type="checkbox"/> UMBRELLA FORM						
	WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY				STATUTORY		
	<input type="checkbox"/> OTHER THAN UMBRELLA FORM				\$	(EACH ACCIDENT)	\$
OTHER							

S. Romanelli  
JUN 18 1986

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS

\*Company A \$500,000 CSL BI/PD  
\*Company B \$1,000,000 CSL BI/PD

### CERTIFICATE HOLDER

Chevron USA  
P.O. Box 2833  
La Habra, CA 90631  
Attn: Valerie Siggson

### CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

Charles P. Baron

CORD 25 (8/84)

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# ACORD CERTIFICATE OF INSURANCE

ISSUE DATE (MM/DD/YY)

9/19/85

PRODUCER

**Max Behm & Associates, Inc.**

INSURANCE

P.O. BOX 9005 • VAN NUYS, CA 91409  
(818) 704-1000 • (213) 872-0600

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

## COMPANIES AFFORDING COVERAGE

COMPANY LETTER **A** Fireman's Fund

COMPANY LETTER **B**

COMPANY LETTER **C**

COMPANY LETTER **D**

COMPANY LETTER **M**

INSURED

Angates Chemical Co., Inc.

Stallion Tank Lines

P.O. Box 2163

Santa Fe Springs, CA 90670

## COVERAGES

THIS IS TO CERTIFY THAT POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS, AND CONDITIONS OF SUCH POLICIES.

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIABILITY LIMITS IN THOUSANDS		
						EACH OCCURRENCE	AGGREGATE
	<b>GENERAL LIABILITY</b>				BODILY INJURY	\$	\$
	<input type="checkbox"/> COMPREHENSIVE FORM				PROPERTY DAMAGE	\$	\$
	<input type="checkbox"/> PREMISES/OPERATIONS				BI & PD COMBINED	\$	\$
	<input type="checkbox"/> UNDERGROUND						
	<input type="checkbox"/> EXPLOSION & COLLAPSE HAZARD						
	<input type="checkbox"/> PRODUCTS/COMPLETED OPERATIONS						
	<input type="checkbox"/> CONTRACTUAL						
	<input type="checkbox"/> INDEPENDENT CONTRACTORS						
	<input type="checkbox"/> BROAD FORM PROPERTY DAMAGE						
	<input type="checkbox"/> PERSONAL INJURY						
	<b>AUTOMOBILE LIABILITY</b>				BODILY INJURY PER PERSON	\$	
	<input checked="" type="checkbox"/> ANY AUTO				BODILY INJURY PER ACCIDENT	\$	
	<input type="checkbox"/> ALL OWNED AUTOS (PRIV. PASS.)				PROPERTY DAMAGE	\$	
	<input type="checkbox"/> ALL OWNED AUTOS (OTHER THAN PRIV. PASS.)				BI & PD COMBINED	\$ 500,	
	<input type="checkbox"/> HIRED AUTOS						
	<input type="checkbox"/> NON-OWNED AUTOS						
	<input type="checkbox"/> GARAGE LIABILITY						
	<b>EXCESS LIABILITY</b>				BI & PD COMBINED	\$	\$
	<input type="checkbox"/> UMBRELLA FORM						
	<input type="checkbox"/> OTHER THAN UMBRELLA FORM						
	<b>WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY</b>				STATUTORY		
					\$	LEACH ACCIDENTY	
					\$	(DISEASE-POLICY LIMIT)	
					\$	(DISEASE-EACH EMPLOYEE)	
	<b>OTHER</b>						

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS

As respects to a 1971 Ford Tractor, ID#0794  
driven by William Kincir

CERTIFICATE HOLDER

CANCELLATION

To Whom It May Concern

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL \_\_\_\_\_ DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

*Gerard P. Baron*

ACORD 25 (R/84)

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CORD

# CERTIFICATE OF INSURANCE

SET TAB STOPS  
ISSUE DATE (MM/DD/YY)  
2-25-86

PRODUCER

**MAX BEHM & ASSOCIATES, INC.**

INSURANCE

P.O. BOX 9005 • VAN NUYS, CA 91409  
(818) 704-1900 • (213) 872-0200

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

## COMPANIES AFFORDING COVERAGE

COMPANY LETTER

**A Fireman's Fund Insurance Co.**

COMPANY LETTER

B

COMPANY LETTER

C

COMPANY LETTER

D

COMPANY LETTER

E

INSURED

**Angeles Chemical Co., Inc.  
& Stallion Tank Lines, Inc.  
P.O. Box 2163  
Santa Fe Springs, CA 90670**

## COVERAGES

THIS IS TO CERTIFY THAT POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS, AND CONDITIONS OF SUCH POLICIES.

CO LYR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIABILITY LIMITS IN THOUSANDS		
						EACH OCCURRENCE	AGGREGATE
A	GENERAL LIABILITY	MXC80006534	1/1/86	1/1/87	BODILY INJURY	\$	\$
	<input checked="" type="checkbox"/> COMPREHENSIVE FORM				PROPERTY DAMAGE	\$	\$
	<input type="checkbox"/> PREMISES/OPERATIONS UNDERGROUND EXPLOSION & COLLAPSE HAZARD				BI & PD COMBINED	\$ 500.	\$ 500.
	<input checked="" type="checkbox"/> PRODUCTS/COMPLETED OPERATIONS				PERSONAL INJURY	\$	\$
	<input type="checkbox"/> CONTRACTUAL						
	<input type="checkbox"/> INDEPENDENT CONTRACTORS						
	AUTOMOBILE LIABILITY				BODILY INJURY (PER PERSON)	\$	\$
	<input type="checkbox"/> ANY AUTO				BODILY INJURY (PER ACCIDENT)	\$	\$
	<input type="checkbox"/> ALL OWNED AUTOS (PRIV. PASS.)				PROPERTY DAMAGE	\$	\$
	<input type="checkbox"/> ALL OWNED AUTOS (OTHER THAN PRIV. PASS.)				BI & PD COMBINED	\$	\$
	<input type="checkbox"/> HIRED AUTOS						
	<input type="checkbox"/> NON-OWNED AUTOS						
	EXCESS LIABILITY				BI & PD COMBINED	\$	\$
	<input type="checkbox"/> UMBRELLA FORM						
	WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY			S. Romanelli JUN 18 1986	STATUTORY	\$	(EACH ACCIDENT)
						\$	(DISEASE-POLICY LIMIT)
						\$	(DISEASE-EACH EMPLOYEE)
	OTHER						

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS

## CERTIFICATE HOLDER

**Shell Chemical Company  
P.O. Box 4848  
Anaheim, CA 92803**

## CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

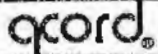
*Cesar P. Baron*

CORD 25 (8/84)

SHRIMP COMPANY CORPORATION

ANG000149

FFIC\_EPA\_0000355



# CERTIFICATE OF INSURANCE

SET TAB STOPS AT ARROWS

ISSUE DATE (MM/DD/YY)

3-21-86

## PRODUCER

**MAX BEHM & ASSOCIATES, INC.**

## INSURANCE

P.O. BOX 9008 • VAN NUYS, CA 91408  
Tel: 704-1000 • (213) 872-0000

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

## COMPANIES AFFORDING COVERAGE

COMPANY LETTER **A** Fireman's Fund Insurance Co.COMPANY LETTER **B**COMPANY LETTER **C**COMPANY LETTER **D**COMPANY LETTER **E**

## INSURED

**Angelo Chemical Co., Inc.**  
P.O. Box 2163  
Santa Fe Springs, CA 90670

## COVERAGES

THIS IS TO CERTIFY THAT POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS, AND CONDITIONS OF SUCH POLICIES.

CD LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIABILITY LIMITS IN THOUSANDS		
						EACH OCCURRENCE	AGGREGATE
<b>A</b>	<b>GENERAL LIABILITY</b>	<b>MXC80006534</b>	<b>1/1/86</b>	<b>1/1/87</b>	BODILY INJURY	\$	\$
	<input checked="" type="checkbox"/> COMPREHENSIVE FORM				PROPERTY DAMAGE	\$	\$
	<input checked="" type="checkbox"/> PREMISES/OPERATIONS				BI & PD COMBINED	\$ 500,	\$ 500,
	<input checked="" type="checkbox"/> UNDERGROUND				PERSONAL INJURY	\$ 500,	
	<input checked="" type="checkbox"/> EXPLOSION & COLLAPSE HAZARD						
	<input checked="" type="checkbox"/> PRODUCTS/COMPLETED OPERATIONS						
	<input checked="" type="checkbox"/> CONTRACTUAL						
	<b>AUTOMOBILE LIABILITY</b>				BODILY INJURY (PER PERSON)	\$	
	<input type="checkbox"/> ANY AUTO				BODILY INJURY (PER ACCIDENT)	\$	
	<input type="checkbox"/> ALL OWNED AUTOS (PRIV. PASS.)				PROPERTY DAMAGE	\$	
	<input type="checkbox"/> ALL OWNED AUTOS (OTHER THAN PRIV. PASS.)				BI & PD COMBINED	\$	
	<input type="checkbox"/> HIRED AUTOS				BI & PD COMBINED	\$	
	<input type="checkbox"/> NON-OWNED AUTOS						
	<input type="checkbox"/> GARAGE LIABILITY						
	<b>EXCESS LIABILITY</b>				STATUTORY		
	<input type="checkbox"/> UMBRELLA FORM				\$ (EACH ACCIDENT)		
	<input type="checkbox"/> OTHER THAN UMBRELLA FORM				\$ (DISEASE-POLICY LIMIT)		
	<b>WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY</b>				\$ (DISEASE-EACH EMPLOYEE)		
OTHER							

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS

## CERTIFICATE HOLDER

**Alpha Beta Company**  
Risk Administration Dept.  
777 S. Harbor Blvd.  
La Brea, CA 90631  
Attn: Judy Ebersberger

## CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

*Charles P. Baron*

ACORD 25 (8/84)

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FFIC\_EPA\_0000356



ACORD

# CERTIFICATE OF INSURANCE

SET TAB STOPS AT ARROWS

ISSUE DATE (MM/DD/YY)

3-21-86

PRODUCER

**MAX BEHN & ASSOCIATES, INC.**

INSURANCE

P.O. BOX 2003 • YAN HITE, CA 94409

PHONE 104-1040 • (415) 872-0000

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

## COMPANIES AFFORDING COVERAGE

COMPANY LETTER

**A Fireman's Fund Insurance Co.**

COMPANY LETTER

**B Fremont Indemnity**

COMPANY LETTER

**C**

COMPANY LETTER

**D**

COMPANY LETTER

**E**

INSURED

**Angeles Chemical Co., Inc.**

P.O. Box 2163

Santa Fe Springs, CA 90670

## COVERAGES

THIS IS TO CERTIFY THAT POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS, AND CONDITIONS OF SUCH POLICIES.

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIABILITY LIMITS IN THOUSANDS		
						EACH OCCURRENCE	AGGREGATE
<b>A</b>	<b>GENERAL LIABILITY</b>	<b>MXC00006534</b>	<b>1/1/86</b>	<b>1/1/87</b>	BODILY INJURY	\$	\$
	<input checked="" type="checkbox"/> COMPREHENSIVE FORM				PROPERTY DAMAGE	\$	\$
	<input checked="" type="checkbox"/> PREMISES/OPERATIONS UNDERGROUND EXPLOSION & COLLAPSE HAZARD				BI & PD COMBINED	\$ 500,	\$ 500,
	<input checked="" type="checkbox"/> PRODUCTS/COMPLETED OPERATIONS CONTRACTUAL				PERSONAL INJURY	\$ 500,	
	<input checked="" type="checkbox"/> INDEPENDENT CONTRACTORS						
	<input checked="" type="checkbox"/> BROAD FORM PROPERTY DAMAGE						
	<input checked="" type="checkbox"/> PERSONAL INJURY						
	<b>AUTOMOBILE LIABILITY</b>				BODILY INJURY (PER PERSON)	\$	
	<input type="checkbox"/> ANY AUTO				BODILY INJURY (PER ACCIDENT)	\$	
	<input type="checkbox"/> ALL OWNED AUTOS (PRIV. PASS.)				PROPERTY DAMAGE	\$	
	<input type="checkbox"/> ALL OWNED AUTOS (OTHER THAN PRIV. PASS.)				BI & PD COMBINED	\$	
	<input type="checkbox"/> HIRED AUTOS						
	<input type="checkbox"/> NON-OWNED AUTOS						
	<input type="checkbox"/> GARAGE LIABILITY						
	<b>EXCESS LIABILITY</b>				BI & PD COMBINED	\$	\$
	<input type="checkbox"/> UMBRELLA FORM						
	<input type="checkbox"/> OTHER THAN UMBRELLA FORM						
<b>B</b>	<b>WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY</b>	<b>WP85051926-10</b>	<b>12/1/85</b>	<b>12/1/86</b>	STATUTORY	\$ 100, (EACH ACCIDENT)	
						\$ 500, (DISEASE-POLICY LIMIT)	
						\$ 100, (DISEASE-EACH EMPLOYEE)	
	<b>OTHER</b>						

*S. Romanelli*  
JUN 1 8 1986

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS

## CERTIFICATE HOLDER

**Contico International Inc.**

**X Continental Mfg. Company**

**123 Byasson Drive**

**St. Louis, MO 63042**

**Attn: Dennis Kennedy**

## CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

*Carol P. Baron*

ACORD 25 (8/84)

ANG000148





# CERTIFICATE OF INSURANCE

SET TAB/STOPS AT ARROWS

ISSUE DATE (MM/DD/YY)

9/23/86

PRODUCER

**MAX BEHM & ASSOCIATES, INC.**

INSURANCE

P.O. BOX 9003 • VAN NUYS, CA 91409

1818 704-1000 • (213) 872-0900

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

**COMPANIES AFFORDING COVERAGE**COMPANY LETTER **A** Fireman's FundCOMPANY LETTER **B**COMPANY LETTER **C**COMPANY LETTER **D**COMPANY LETTER **E**

INSURED

**Bortz Gil Co./Angeles Chemical Co. Inc.**

P.O. Box 2163

Santa Fe Springs, CA 90670

**COVERAGES**

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CO. LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIABILITY LIMITS IN THOUSANDS		
						EACH OCCURRENCE	AGGREGATE
<b>A</b>	<b>GENERAL LIABILITY</b>				<b>BODILY INJURY</b>	\$	\$
	<input checked="" type="checkbox"/> COMPREHENSIVE FORM	<b>MXC80006534</b>	<b>1/1/86</b>	<b>1/1/87</b>	<b>PROPERTY DAMAGE</b>	\$	\$
	<input checked="" type="checkbox"/> PREMISES/OPERATIONS UNDERGROUND EXPLOSION & COLLAPSE HAZARD				<b>BI &amp; PD COMBINED</b>	\$ 500,	\$ 500,
	<input checked="" type="checkbox"/> PRODUCTS/COMPLETED OPERATIONS				<b>PERSONAL INJURY</b>		\$ 500,
	<input checked="" type="checkbox"/> CONTRACTUAL						
	<input checked="" type="checkbox"/> INDEPENDENT CONTRACTORS						
	<input checked="" type="checkbox"/> BROAD FORM PROPERTY DAMAGE						
	<input checked="" type="checkbox"/> PERSONAL INJURY						
<b>A</b>	<b>AUTOMOBILE LIABILITY</b>				<b>BODILY INJURY (PER PERSON)</b>	\$	
	<input type="checkbox"/> ANY AUTO				<b>BODILY INJURY (PER ACCIDENT)</b>	\$	
	<input type="checkbox"/> ALL OWNED AUTOS (PRIV. PASS.)				<b>PROPERTY DAMAGE</b>	\$	
	<input type="checkbox"/> ALL OWNED AUTOS (OTHER THAN PRIV. PASS.)				<b>BI &amp; PD COMBINED</b>	\$	
	<input type="checkbox"/> HIRED AUTOS						
<b>A</b>	<input type="checkbox"/> NON-OWNED AUTOS				<b>BI &amp; PD COMBINED</b>	\$	\$
	<input type="checkbox"/> GARAGE LIABILITY						
	<b>EXCESS LIABILITY</b>						
<b>A</b>	<input type="checkbox"/> UMBRELLA FORM						
	<input type="checkbox"/> OTHER THAN UMBRELLA FORM						
<b>A</b>	<b>WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY</b>				<b>STATUTORY</b>		
					\$	(EACH ACCIDENT)	
					\$	(DISEASE-POLICY LIMIT)	
<b>A</b>	<b>OTHER</b>				\$	(DISEASE-EACH EMPLOYEE)	

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS

Certificate Holder is named Additional Insured as respects to Broad Form Vendors Coverage. Coverage effective 10/1/86

**CERTIFICATE HOLDER**Handyman Corporation  
P.O. Box 85566  
San Diego, CA 92138  
Attn: Dave Cosler**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

Gerald P. Baron





# CERTIFICATE OF INSURANCE

SET TAB STOPS AT ARROWS  
ISSUE DATE (MM/DD/YY)

2-18-86

PRODUCER

**Max Bunn & Associates, Inc.**

INSURANCE

P.O. BOX 3008 \* VAN NUYS, CA 91408  
TEL: 754-1000 \* (213) 872-3000

INSURED

**Angelen Chemical Co., Inc.**  
**& Stallion Tank Lines, Inc.**  
P.O. Box 2163  
Santa Fe Springs, CA 90670

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

**COMPANIES AFFORDING COVERAGE**COMPANY LETTER **A** **Fireman's Fund Insurance Co.**COMPANY LETTER **B** **Industrial Indemnity**COMPANY LETTER **C**COMPANY LETTER **D**COMPANY LETTER **E****COVERAGES**

THIS IS TO CERTIFY THAT POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS, AND CONDITIONS OF SUCH POLICIES.

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIABILITY LIMITS IN THOUSANDS		
						EACH OCCURRENCE	AGGREGATE
	<b>GENERAL LIABILITY</b>	<b>HXC80006534</b>	<b>1/1/86</b>	<b>1/1/87</b>	BODILY INJURY	\$	\$
	<input type="checkbox"/> COMPREHENSIVE FORM				PROPERTY DAMAGE	\$	\$
	<input type="checkbox"/> PREMISES/OPERATIONS UNDERGROUND EXPLOSION & COLLAPSE HAZARD				BI & PD COMBINED	\$	\$
	<input type="checkbox"/> PRODUCTS/COMPLETED OPERATIONS				PERSONAL INJURY		\$
	<input type="checkbox"/> CONTRACTUAL				BODILY INJURY (PER PERSON)	\$	
	<input type="checkbox"/> INDEPENDENT CONTRACTORS				BODILY INJURY (PER ACCIDENT)	\$	
	<b>AUTOMOBILE LIABILITY</b>	<b>HXC80006534</b>	<b>1/1/86</b>	<b>1/1/87</b>	PROPERTY DAMAGE	\$	
	<input type="checkbox"/> ANY AUTO				BI & PD COMBINED	\$ 500.	
	<input checked="" type="checkbox"/> ALL OWNED AUTOS (PRIV. PASS.)				BI & PD COMBINED	\$	
	<input type="checkbox"/> ALL OWNED AUTOS (OTHER THAN PRIV. PASS.)						
	<input type="checkbox"/> HIRED AUTOS						
	<input type="checkbox"/> NON-OWNED AUTOS						
	<input type="checkbox"/> GARAGE LIABILITY						
	<b>EXCESS LIABILITY</b>						
	<input type="checkbox"/> UMBRELLA FORM						
	<input type="checkbox"/> OTHER THAN UMBRELLA FORM						
	<b>WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY</b>				STATUTORY		
					\$	(EACH ACCIDENT)	
					\$	(DISEASE-POLICY LIMIT)	
					\$	(DISEASE-EACH EMPLOYEE)	
OTHER	<b>A Physical Damage</b>	<b>HXC80006534</b>	<b>1/1/86</b>	<b>1/1/87</b>	<b>Deductibles</b>		
					<b>Comprehensive \$500.00</b>		
					<b>Collision \$500.00</b>		

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS

Certificate Holder is named Additional Insured as respects to a 1986 Olds Cutlass  
ID #3295**CERTIFICATE HOLDER****Dick Browning Leasing**  
**18803 Studebaker**  
**Cerritos, CA 90701****CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

*Genel P. Burton*



EXCESS LIABILITY POLICY

NAME  
OF  
INSURED

EXPIRES  
AGENT  
ADDRESS

19

# INTERSTATE FIRE & CASUALTY COMPANY

REFER ALL INQUIRIES  
TO THE COMPANY AT  
CHICAGO, ILLINOIS

In the event of any loss insured by this policy you  
should IMMEDIATELY contact your agent  
or broker or  
wire this company collect

19 83 REV 12/68 8/79

# INTERSTATE FIRE & CASUALTY COMPANY

EXECUTIVE OFFICES  
CHICAGO, ILLINOIS

(A stock insurance company, herein called the company)

Agrees with the insured, named in the declarations made a part hereof, in consideration of the payment of the premium and in reliance upon the statements in the declarations and subject to the limits of liability, exclusions, conditions and other terms of this policy:

## PART I — INSURING AGREEMENTS

### 1. Excess Liability Indemnity

To indemnify the insured for the amount of loss which is in excess of the applicable limits of liability of the underlying insurance inserted in column II of item 4 in the declarations; provided that this policy shall apply only to those coverages for which a limit of liability is inserted in column I; provided further that the limit of the company's liability under this policy shall not exceed the applicable amount inserted in column I.

The provisions of the immediate underlying policy are incorporated as a part of this policy except for any obligation to investigate and defend and pay for costs and expenses incident to the same, the amount of the limits of liability, any "other insurance" provision and any other provisions therein which are inconsistent with the provisions of this policy.

If the applicable coverage in the immediate underlying policy insures accidents rather than occurrences, then "accident" is substituted for "occurrence" in the applicable coverage of this policy.

### 2. Policy Period: Termination of Underlying Insurance

This policy applies to injury or destruction taking place during this policy period, provided that when the immediate underlying policy insures occurrences taking place during its policy period, instead of injury or destruction taking place during its policy period, then this policy likewise applies to occurrences taking place during this policy period and "occurrences" is substituted for "injury or destruction" in Part III of this policy.

If the immediate underlying policy is canceled, this policy likewise is canceled effective on the same date at the same time and without notice to the insureds. If the immediate underlying policy otherwise ceases to apply (for reasons other than the exhaustion of an aggregate limit of liability), this policy likewise ceases to apply to the same extent on the same date at the same time and without notice to the insureds.

## PART II — DEFINITIONS

### 1. Immediate Underlying Policy

"Immediate underlying policy" means the policy of the underlying insurance which provides the layer of coverage, whether primary or excess, immediately preceding the layer of coverage provided by this policy.

### 2. Loss

"Loss" means the sums paid as damages in settlement of a claim or in satisfaction of a judgment for which the insured is legally liable, after making deductions for all recoveries, salvages and other insurances (whether

recoverable or not) other than the underlying insurance and excess insurance purchased specifically to be in excess of this policy. "Loss" does not include investigation, adjustment, defense or appeal costs and expenses nor costs and expenses incident to any of the same, notwithstanding that the underlying insurance may provide insurance for such costs and expenses.

### 3. Underlying Insurance

"Underlying insurance" means the insurance policies listed in item 3 in the declarations and includes any renewal or replacement of such policies.

## PART III

### PROVISIONS GOVERNING THE APPLICATION OF THE AGGREGATE LIMITS OF LIABILITY

#### 1. Reduction of the Aggregate

This provision applies only if this policy contains an aggregate limit of liability which applies to the occurrence.

If the "each occurrence" or "each person" limit of liability of the underlying insurance is less than as stated in column II in item 4 in the declarations because the aggregate limits of liability of the underlying insurance have been reduced, this policy becomes excess of such reduced limit of liability if such reduction is solely the result of injury or destruction occurring after the inception date of this policy and not before. Nothing contained herein shall operate to increase the limit of the company's liability.

#### 2. Application of the Aggregate to Separate Projects

To the extent that the aggregate limits of liability of the immediate underlying policy apply separately to various operations, projects, locations, hazards or types of injury, the aggregate limits of liability of this policy likewise apply separately to such operations, projects, locations, hazards or types of injury.

#### 3. Application of the Aggregate to Periods of Time

The aggregate limits of liability of this policy apply separately to each aggregate period. The first aggregate period of this policy begins on the effective date of this policy and ends on the next termination date of the aggregate period of the immediate underlying policy. Any succeeding aggregate period of this policy is concurrent with the aggregate period of the immediate underlying policy unless it is the final aggregate period. The final aggregate period of this policy begins on the termination date of the aggregate period of the immediate underlying policy immediately preceding the expiration date of this policy and ends on the expiration date of this policy.

This paragraph does not apply if the expiration date of this policy and the expiration date or anniversary date of the immediate underlying policy are identical. If this policy is a renewal of a similar policy underwritten by this company, the applicable aggregate limit of liability of this policy for the first period shall be reduced by any amounts paid or payable on account of injury or destruction taking place during the final aggregate period of the policy renewed. The final aggregate period of the policy renewed shall be determined in the same manner as the final aggregate period for this policy.

EXCESS  
LIABILITY  
POLICY  
PROVISIONS  
PART ONE

#### PART IV — NUCLEAR ENERGY LIABILITY EXCLUSION

The following exclusion applies in addition to those stated as applicable in the Primary Insurance.

This policy does not apply:

1. Under any Liability Coverage, to injury, sickness, disease, death or destruction
  - (a) with respect to which an insured under the policy is also an insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters or Nuclear Insurance Association of Canada, or would be an insured under any such policy but for its termination upon exhaustion of its limit of liability; or
  - (b) resulting from the hazardous properties of nuclear material and with respect to which (1) any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or (2) the insured is, or had this policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization.
2. Under any Medical Expense Coverage, to expenses incurred with respect to bodily injury, sickness, disease or death resulting from the hazardous properties of nuclear material and arising out of the operation of a nuclear facility by any person or organization.
3. Under any Liability Coverage, to injury, sickness, disease, death or destruction resulting from the hazardous properties of nuclear material, if
  - (a) the nuclear material (1) is at any nuclear facility owned by, or operated by or on behalf of, an insured or (2) has been discharged or dispersed therefrom;
  - (b) the nuclear material is contained in spent fuel or waste at any time possessed, handled, used, processed, stored, transported or disposed of by or on behalf of an insured; or
  - (c) the injury, sickness, disease, death or destruction arises out of the furnishing by an insured of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any nuclear facility, but if such facility is located within the United States of America, its territories or possessions or Canada, this exclusion

(c) applies only to injury to or destruction of property at such nuclear facility.

As used in this exclusion:

"hazardous properties" include radioactive, toxic or explosive properties;  
"nuclear material" means source material, special nuclear material or by-product material;

"source material," "special nuclear material," and "byproduct material" have the meanings given them in the Atomic Energy Act of 1954 or in any law amendatory thereof;

"spent fuel" means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a nuclear reactor;

"waste" means any waste material (1) containing byproduct material and (2) resulting from the operation by any person or organization of any nuclear facility included within the definition of nuclear facility under paragraph (a) or (b) thereof;

"nuclear facility" means

(a) any nuclear reactor,

(b) any equipment or device designed or used for (1) separating the isotopes of uranium or plutonium, (2) processing or utilizing spent fuel, or (3) handling, processing or packaging waste,

(c) any equipment or device used for the processing, fabricating or alloying of special nuclear material if at any time the total amount of such material in the custody of the insured at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235,

(d) any structure, basin, excavation, premises or place prepared or used for the storage or disposal of waste,

and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations;

"nuclear reactor" means any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable material;

With respect to injury to or destruction of property, the word "injury" or "destruction" includes all forms of radioactive contamination of property.



## PART V — CONDITIONS

### 1. Underlying Insurance — Changes During this Policy Period

Any change in coverage in the underlying insurance shall be promptly reported to the company and the insured shall, upon request, furnish the company with copies of such changes.

Any change in the premium for the underlying insurance shall be promptly reported to the company and the premium for this policy, subject to the minimum premium, may be adjusted in accordance with the manuals of the company then in effect.

### 2. Notice of Loss; Participation in Defense by the Company

Notice of an occurrence which appears likely to involve this policy shall be given by or on behalf of the insured to the company or any of its authorized agents as soon as practicable. The company at its own option may, but is not required to, participate in the investigation, settlement or defense of any claim or suit against the insured.

### 3. Action Against Company

No action shall lie against the company unless, as a condition precedent thereto, the insured shall have fully complied with all the terms of this policy.

Any person or organization or the legal representative thereof who has secured a judgment against the insured shall thereafter be entitled to recover under this policy to the extent of the insurance afforded by this policy. Nothing contained in this policy shall give any person or organization any right to join the company as a co-defendant in any action against the insured to determine the insured's liability. Any payments by the company under this condition 3 shall discharge the company's obligation to the insured to the extent of such payments.

Bankruptcy or insolvency of the insured or of the insured's estate shall not relieve the company of any of its obligations hereunder.

### 4. Subrogation and Other Recoveries

In the event of any payment under this policy, the company shall be subrogated to all the insured's rights of recovery therefor against any person or organization and the insured shall execute and deliver instruments and papers and do whatever else is necessary to secure such rights. The insured shall do nothing after the occurrence to prejudice such rights.

Because this policy affords excess coverage, the insured's right of recovery cannot always be exclusively subrogated to the company. It is, therefore, agreed that the company shall act in concert with all other interests concerned, including the insured, in the enforcement of any subrogation rights or in the recovery of amounts by any other means. The apportioning of any amounts so recovered shall follow in the principle that any interest, including the insured, that shall have paid an amount over and above any payment under this policy shall first be reimbursed up to the amount paid by such interest; the company shall then be reimbursed out of any balance then remaining up to the amounts paid as the result of loss covered under this

policy; and lastly, the interests, including the insured, of whom this coverage is in excess are entitled to claim any residue remaining. Expenses and costs necessary to the recovery of any such amounts shall be apportioned between the interests concerned, including the insured, in the ratio of their respective recoveries or, in the event of a totally unsuccessful attempt to recover, in the ratio of the respective amounts sought to be recovered.

### 5. Other Insurance

This condition does not apply with respect to the underlying insurance or excess insurance purchased specifically to be in excess of this policy.

If, with respect to a loss covered hereunder, the insured has other insurance, whether on a primary, excess or contingent basis, there shall be no insurance afforded hereunder as respects such loss; provided, that if the applicable limit of liability of this policy is greater than the applicable limit of liability provided by the other insurance, this policy shall afford excess insurance over and above such other insurance in an amount sufficient to give the insured, as respects the layer of coverage afforded by this policy, a total limit of liability equal to the applicable limit of liability afforded by this policy.

### 6. Cancellation

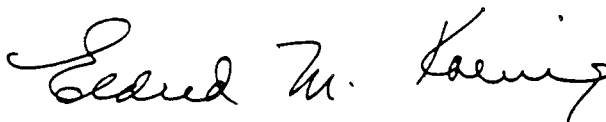
This policy may be canceled by the named insured by mailing to the company written notice stating when thereafter the cancellation shall be effective. This policy may be canceled by the company by mailing to the named insured at the address shown in the declarations written notice stating when not less than ten days thereafter such cancellation shall be effective. The mailing of notice as aforesaid shall be sufficient proof of notice. The effective date of cancellation stated in the notice shall become the end of the policy period. Delivery of such written notice either by the named insured or by the company shall be equivalent to mailing.

If the named insured cancels, earned premium or minimum premium, whichever is greater, shall be computed in accordance with the customary short rate table and procedure. If the company cancels, earned premium or minimum premium, whichever is greater, shall be computed pro rata. Premium adjustment may be made either at the time cancellation is effected or as soon as practicable after cancellation becomes effective, but payment or tender of unearned premium is not a condition of cancellation.

### 7. First Named Insured

The insured first named in item 1 in the declarations is authorized to act on behalf of all named insureds and other insureds with respect to the giving and receiving of notice of cancellation and to receiving any return premium that may become payable under this policy. The insured first named in item 1 in the declarations is responsible for the payment of all premiums but the other named insureds jointly and severally agree to make such premium payments in full if the insured first named in item 1 fails to pay the amount due within thirty days after the company gives a written demand for payment to the insured first named in item 1.

IN WITNESS WHEREOF, the company has caused this policy to be signed by its president and secretary, but this policy shall not be valid unless completed by the attachment hereto of a declarations page designated as Part Two and countersigned on the aforesaid declarations page by a duly authorized agent of the company.

 Secretary.

 President

## EXCESS LIABILITY POLICY

Part Two. This Declarations page with "Policy Provisions-Part One" completes the below numbered

<b>Item</b>	<b>DECLARATIONS</b>	<b>POLICY NUMBER 183-</b>																																																				
1.	<p style="text-align: center;"><i>Name of Insured</i></p> <p>ADDRESS:</p>																																																					
2.	<p>Policy Period: 12:01 A.M. Standard Time at the Address of the Named Insured as Stated Herein. From:</p> <p>REPRESENTATIVE: Agent or Broker Office Address Town and State</p> <p>The operation of the insured is:</p>																																																					
<h2 style="margin: 0;">INTERSTATE FIRE &amp; CASUALTY COMPANY</h2> <p style="margin: 0;">CHICAGO, ILLINOIS</p>																																																						
3.	Schedule of Underlying Insurance: Insurer and Policy Number																																																					
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Countersigned by

Authorized Representative

Item	DECLARATIONS	POLICY NUMBER	183-135497
1.	<b>Name of Insured</b> ANGELES CHEMICAL CO., INC. AND STALLION TANK LINES, INC. <b>ADDRESS</b> 8915 SORENSON AVENUE SANTA FE SPRINGS, CA 90670		
2.	<b>Policy Period:</b> 12:01 A.M., Standard Time at the Address of the Named Insured as Stated Herein. From: SEPTEMBER 1, 1977 TO NOVEMBER 1, 1977		
	<b>REPRESENTATIVE:</b> SUB Agent or Broker: WORLDWIDE FACILITIES, INC. Office Address: 3435 WILSHIRE BLVD., Town and State: LOS ANGELES, CA 90010 The operation of the insured is: CHEMICAL MFG.		
<b>NO FLATS CANCELLATION &amp; CASUALTY COMPANY</b> CHICAGO, ILLINOIS			
3.	<b>Schedule of Underlying Insurance: Insurer and Policy Number</b> GREAT AMERICAN (FOR G.L. & EXCESS) NUMBERS TO FOLLOW		
4.	<b>Limits of Liability:</b> The limit of the Company's liability shall be as stated herein, subject to all the terms of this policy having reference thereto.		
	COLUMN I	IN EXCESS OF	COLUMN II
	Coverage	Company Limits	Underlying Limits
			Total Limits
A	Bodily Injury Automobile	\$ Each Person \$ Each Occurrence	\$ \$
B	Bodily Injury Except Automobile	\$ Each Person \$ Each Occurrence \$ Aggregate	\$ \$ \$
C	Property Damage Automobile	\$ Each Occurrence	\$
D	Property Damage Except Automobile	\$ Each Occurrence \$ Aggregate	\$ \$
E	Combined Single Limit Bodily Injury and Property Damage Automobile	\$ Each Occurrence	\$
F	Combined Single Limit Bodily Injury and Property Damage— Incl Automobile	\$ 500,000 Each Occurrence \$ 500,000 Aggregate	\$ 500,000 \$ 500,000
Endorsements and Additional Coverage Parts (IDENTIFY BY FORM NUMBERS)			
IFC-10; ENDS 1, 2 & 3			\$
The insurance afforded is only with respect to such of the above coverages as are indicated but such coverages shall not apply with respect to any automobile owned by the named insured unless such automobile is described herein or is a replacement of a described automobile.			
DESCRIPTION OF AUTOMOBILE (Year, Make, Serial No.)			
1.		2.	
5.	<b>Premium Computation</b>		
	Premium Basis	Estimated Exposure	Rate
	Per \$1,000. of Gross Receipts		Advance Premium
		2.324 3% State Tax .2% Stamping Fee	\$1,941.05 58.22 3.88
Minimum Premium \$ 1,941.00			

GEO. F. BROWN &amp; SONS, INC.

Countersigned by



ENDORSEMENT NO. 1

PUNITIVE DAMAGES EXCLUSION

In consideration of the premium charged, it is understood and agreed that this policy does not apply to punitive or exemplary damages awarded against the insured.

All other terms and conditions remain unchanged.

Attached to and forming part of No. 183-135497

Issued to Angeles Chemical Co., Inc. et al

Effective September 1, 1977

☒ INTERSTATE FIRE & CASUALTY COMPANY

☐ CHICAGO INSURANCE COMPANY

By 

IFC-CIC-3 (10-77)

ENDORSEMENT NO. 2

NON-CONCURRENCY ENDORSEMENT

In consideration of the premium charged, it is agreed that the underlying aggregate limits where applicable shall be unimpaired at the attachment date of this policy.

All other terms and conditions remain unchanged.

Attached to and forming part of No. 183-135497

Issued to Angeles Chemical Co., Inc. et al

Effective September 1, 1977

☒ INTERSTATE FIRE & CASUALTY COMPANY

☐ CHICAGO INSURANCE COMPANY

By 

IFC-CIC-3 (10-71)

## NO-FAULT OR PERSONAL INJURY PROTECTION EXCLUSION

In consideration of the premium charged, it is agreed that the insurance afforded by this policy shall not apply with respect to any liability arising out of claims brought under so-called "No-Fault" or Personal Injury Protection Laws or statutes or any similar legislation.

All other terms and conditions remain unchanged.

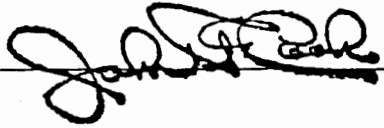
Attached to and forming part of No. 183-135497

Issued to Angeles Chemical Co., Inc. et al

Effective September 1, 1977

☒ INTERSTATE FIRE & CASUALTY COMPANY

☐ CHICAGO INSURANCE COMPANY

By 

IFC-CIC-3 (10-71)



It is agreed that in the event of the Company) to pay any amount due (or reinsured), will submit to the States and will comply with all arising hereunder shall be determined.

It is further agreed that service of

and that in any suit instituted against the final decision of such Court or

The above-named are authorized as any such suit and/or upon the reinsured (or reinsured) that they as such a suit shall be instituted.

Further, pursuant to any statute or provision therefor, the Company hereby appoints or other officer specified for its true and lawful attorney upon any suit instituted by or on behalf of this contract of insurance (or reinsured) whom the said officer is authorized

## AUSE

Fire & Casualty Company (herein called the Company, at the request of the Insured of competent jurisdiction within the United States to give such Court jurisdiction and all matters arising hereunder shall be determined by the law and practice of such Court.

be made upon **BOLTON & HEMER**

on this contract, the Company will abide by the event of an appeal.

ice of process on behalf of the Company in (insured) to give a written undertaking to the Insured upon the Company's behalf in the event

district of the United States which makes provision therefor, Commissioner or Director of Insurance, or his successor or successors in office, as lawful process in any action, suit or proceeding or any beneficiary hereunder arising out of this contract of insurance (or reinsured) who signifies the above-named as the person to whom a true copy thereof.

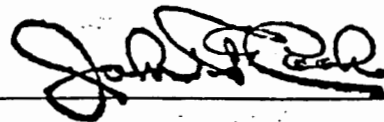
Attached to and forming part of No.

Issued to ANGELES CHEMICAL CO.

Effective SEPTEMBER 1, 1977

IFC-10 (Rev. 2/70)

ERSTATE FIRE & CASUALTY COMPANY



EXCESS LIABILITY POLICY

NAME  
OF  
INSURED

EXPIRES  
AGENT  
ADDRESS

19

# INTERSTATE FIRE & CASUALTY COMPANY

REFER ALL INQUIRIES  
TO THE COMPANY AT  
CHICAGO, ILLINOIS

In the event of any loss insured by this policy you  
should IMMEDIATELY contact your agent  
or broker or  
wire this company collect

19 83 REV 12/68 8/79

# INTERSTATE FIRE & CASUALTY COMPANY

EXECUTIVE OFFICES  
CHICAGO, ILLINOIS

(A stock insurance company, herein called the company)

Agrees with the insured, named in the declarations made a part hereof, in consideration of the payment of the premium and in reliance upon the statements in the declarations and subject to the limits of liability, exclusions, conditions and other terms of this policy:

## PART I — INSURING AGREEMENTS

### 1. Excess Liability Indemnity

To indemnify the insured for the amount of loss which is in excess of the applicable limits of liability of the underlying insurance inserted in column II of item 4 in the declarations; provided that this policy shall apply only to those coverages for which a limit of liability is inserted in column I; provided further that the limit of the company's liability under this policy shall not exceed the applicable amount inserted in column I.

The provisions of the immediate underlying policy are incorporated as a part of this policy except for any obligation to investigate and defend and pay for costs and expenses incident to the same, the amount of the limits of liability, any "other insurance" provision and any other provisions therein which are inconsistent with the provisions of this policy.

If the applicable coverage in the immediate underlying policy insures accidents rather than occurrences, then "accident" is substituted for "occurrence" in the applicable coverage of this policy.

### 2. Policy Period: Termination of Underlying Insurance

This policy applies to injury or destruction taking place during this policy period, provided that when the immediate underlying policy insures occurrences taking place during its policy period, instead of injury or destruction taking place during its policy period, then this policy likewise applies to occurrences taking place during this policy period and "occurrences" is substituted for "injury or destruction" in Part III of this policy.

If the immediate underlying policy is canceled, this policy likewise is canceled effective on the same date at the same time and without notice to the insureds. If the immediate underlying policy otherwise ceases to apply (for reasons other than the exhaustion of an aggregate limit of liability), this policy likewise ceases to apply to the same extent on the same date at the same time and without notice to the insureds.

## PART II — DEFINITIONS

### 1. Immediate Underlying Policy

"Immediate underlying policy" means the policy of the underlying insurance which provides the layer of coverage, whether primary or excess, immediately preceding the layer of coverage provided by this policy.

### 2. Loss

"Loss" means the sums paid as damages in settlement of a claim or in satisfaction of a judgment for which the insured is legally liable, after making deductions for all recoveries, salvages and other insurances (whether

recoverable or not) other than the underlying insurance and excess insurance purchased specifically to be in excess of this policy. "Loss" does not include investigation, adjustment, defense or appeal costs and expenses nor costs and expenses incident to any of the same, notwithstanding that the underlying insurance may provide insurance for such costs and expenses.

### 3. Underlying Insurance

"Underlying insurance" means the insurance policies listed in item 3 in the declarations and includes any renewal or replacement of such policies.

## PART III

### PROVISIONS GOVERNING THE APPLICATION OF THE AGGREGATE LIMITS OF LIABILITY

#### 1. Reduction of the Aggregate

This provision applies only if this policy contains an aggregate limit of liability which applies to the occurrence.

If the "each occurrence" or "each person" limit of liability of the underlying insurance is less than as stated in column II in item 4 in the declarations because the aggregate limits of liability of the underlying insurance have been reduced, this policy becomes excess of such reduced limit of liability if such reduction is solely the result of injury or destruction occurring after the inception date of this policy and not before. Nothing contained herein shall operate to increase the limit of the company's liability.

#### 2. Application of the Aggregate to Separate Projects

To the extent that the aggregate limits of liability of the immediate underlying policy apply separately to various operations, projects, locations, hazards or types of injury, the aggregate limits of liability of this policy likewise apply separately to such operations, projects, locations, hazards or types of injury.

#### 3. Application of the Aggregate to Periods of Time

The aggregate limits of liability of this policy apply separately to each aggregate period. The first aggregate period of this policy begins on the effective date of this policy and ends on the next termination date of the aggregate period of the immediate underlying policy. Any succeeding aggregate period of this policy is concurrent with the aggregate period of the immediate underlying policy unless it is the final aggregate period. The final aggregate period of this policy begins on the termination date of the aggregate period of the immediate underlying policy immediately preceding the expiration date of this policy and ends on the expiration date of this policy.

This paragraph does not apply if the expiration date of this policy and the expiration date or anniversary date of the immediate underlying policy are identical. If this policy is a renewal of a similar policy underwritten by this company, the applicable aggregate limit of liability of this policy for the first period shall be reduced by any amounts paid or payable on account of injury or destruction taking place during the final aggregate period of the policy renewed. The final aggregate period of the policy renewed shall be determined in the same manner as the final aggregate period for this policy.

EXCESS  
LIABILITY  
POLICY  
PROVISIONS  
PART ONE



#### PART IV — NUCLEAR ENERGY LIABILITY EXCLUSION

The following exclusion applies in addition to those stated as applicable in the Primary Insurance.

This policy does not apply:

1. Under any Liability Coverage, to injury, sickness, disease, death or destruction
  - (a) with respect to which an insured under the policy is also an insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters or Nuclear Insurance Association of Canada, or would be an insured under any such policy but for its termination upon exhaustion of its limit of liability; or
  - (b) resulting from the hazardous properties of nuclear material and with respect to which (1) any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or (2) the insured is, or had this policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization.
2. Under any Medical Expense Coverage, to expenses incurred with respect to bodily injury, sickness, disease or death resulting from the hazardous properties of nuclear material and arising out of the operation of a nuclear facility by any person or organization.
3. Under any Liability Coverage, to injury, sickness, disease, death or destruction resulting from the hazardous properties of nuclear material, if
  - (a) the nuclear material (1) is at any nuclear facility owned by, or operated by or on behalf of, an insured or (2) has been discharged or dispersed therefrom;
  - (b) the nuclear material is contained in spent fuel or waste at any time possessed, handled, used, processed, stored, transported or disposed of by or on behalf of an insured; or
  - (c) the injury, sickness, disease, death or destruction arises out of the furnishing by an insured of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any nuclear facility, but if such facility is located within the United States of America, its territories or possessions or Canada, this exclusion

(c) applies only to injury to or destruction of property at such nuclear facility.

As used in this exclusion:

"hazardous properties" include radioactive, toxic or explosive properties;  
"nuclear material" means source material, special nuclear material or by-product material;

"source material," "special nuclear material," and "byproduct material" have the meanings given them in the Atomic Energy Act of 1954 or in any law amendatory thereof;

"spent fuel" means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a nuclear reactor;

"waste" means any waste material (1) containing byproduct material and (2) resulting from the operation by any person or organization of any nuclear facility included within the definition of nuclear facility under paragraph (a) or (b) thereof;

"nuclear facility" means

(a) any nuclear reactor,

(b) any equipment or device designed or used for (1) separating the isotopes of uranium or plutonium, (2) processing or utilizing spent fuel, or (3) handling, processing or packaging waste,

(c) any equipment or device used for the processing, fabricating or alloying of special nuclear material if at any time the total amount of such material in the custody of the insured at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235,

(d) any structure, basin, excavation, premises or place prepared or used for the storage or disposal of waste,

and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations;

"nuclear reactor" means any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable material;

With respect to injury to or destruction of property, the word "injury" or "destruction" includes all forms of radioactive contamination of property.

## PART V — CONDITIONS

### 1. Underlying Insurance — Changes During this Policy Period

Any change in coverage in the underlying insurance shall be promptly reported to the company and the insured shall, upon request, furnish the company with copies of such changes.

Any change in the premium for the underlying insurance shall be promptly reported to the company and the premium for this policy, subject to the minimum premium, may be adjusted in accordance with the manuals of the company then in effect.

### 2. Notice of Loss; Participation in Defense by the Company

Notice of an occurrence which appears likely to involve this policy shall be given by or on behalf of the insured to the company or any of its authorized agents as soon as practicable. The company at its own option may, but is not required to, participate in the investigation, settlement or defense of any claim or suit against the insured.

### 3. Action Against Company

No action shall lie against the company unless, as a condition precedent thereto, the insured shall have fully complied with all the terms of this policy.

Any person or organization or the legal representative thereof who has secured a judgment against the insured shall thereafter be entitled to recover under this policy to the extent of the insurance afforded by this policy. Nothing contained in this policy shall give any person or organization any right to join the company as a co-defendant in any action against the insured to determine the insured's liability. Any payments by the company under this condition 3 shall discharge the company's obligation to the insured to the extent of such payments.

Bankruptcy or insolvency of the insured or of the insured's estate shall not relieve the company of any of its obligations hereunder.

### 4. Subrogation and Other Recoveries

In the event of any payment under this policy, the company shall be subrogated to all the insured's rights of recovery therefor against any person or organization and the insured shall execute and deliver instruments and papers and do whatever else is necessary to secure such rights. The insured shall do nothing after the occurrence to prejudice such rights.

Because this policy affords excess coverage, the insured's right of recovery cannot always be exclusively subrogated to the company. It is, therefore, agreed that the company shall act in concert with all other interests concerned, including the insured, in the enforcement of any subrogation rights or in the recovery of amounts by any other means. The apportioning of any amounts so recovered shall follow in the principle that any interest, including the insured, that shall have paid an amount over and above any payment under this policy shall first be reimbursed up to the amount paid by such interest; the company shall then be reimbursed out of any balance then remaining up to the amounts paid as the result of loss covered under this

policy; and lastly, the interests, including the insured, of whom this coverage is in excess are entitled to claim any residue remaining. Expenses and costs necessary to the recovery of any such amounts shall be apportioned between the interests concerned, including the insured, in the ratio of their respective recoveries or, in the event of a totally unsuccessful attempt to recover, in the ratio of the respective amounts sought to be recovered.

### 5. Other Insurance

This condition does not apply with respect to the underlying insurance or excess insurance purchased specifically to be in excess of this policy.

If, with respect to a loss covered hereunder, the insured has other insurance, whether on a primary, excess or contingent basis, there shall be no insurance afforded hereunder as respects such loss; provided, that if the applicable limit of liability of this policy is greater than the applicable limit of liability provided by the other insurance, this policy shall afford excess insurance over and above such other insurance in an amount sufficient to give the insured, as respects the layer of coverage afforded by this policy, a total limit of liability equal to the applicable limit of liability afforded by this policy.

### 6. Cancellation

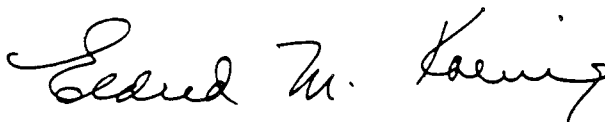
This policy may be canceled by the named insured by mailing to the company written notice stating when thereafter the cancellation shall be effective. This policy may be canceled by the company by mailing to the named insured at the address shown in the declarations written notice stating when not less than ten days thereafter such cancellation shall be effective. The mailing of notice as aforesaid shall be sufficient proof of notice. The effective date of cancellation stated in the notice shall become the end of the policy period. Delivery of such written notice either by the named insured or by the company shall be equivalent to mailing.

If the named insured cancels, earned premium or minimum premium, whichever is greater, shall be computed in accordance with the customary short rate table and procedure. If the company cancels, earned premium or minimum premium, whichever is greater, shall be computed pro rata. Premium adjustment may be made either at the time cancellation is effected or as soon as practicable after cancellation becomes effective, but payment or tender of unearned premium is not a condition of cancellation.

### 7. First Named Insured

The insured first named in item 1 in the declarations is authorized to act on behalf of all named insureds and other insureds with respect to the giving and receiving of notice of cancellation and to receiving any return premium that may become payable under this policy. The insured first named in item 1 in the declarations is responsible for the payment of all premiums but the other named insureds jointly and severally agree to make such premium payments in full if the insured first named in item 1 fails to pay the amount due within thirty days after the company gives a written demand for payment to the insured first named in item 1.

IN WITNESS WHEREOF, the company has caused this policy to be signed by its president and secretary, but this policy shall not be valid unless completed by the attachment hereto of a declarations page designated as Part Two and countersigned on the aforesaid declarations page by a duly authorized agent of the company.

 Secretary.

 President

## EXCESS LIABILITY POLICY

Part Two. This Declarations page with "Policy Provisions-Part One" completes the below numbered

Item	DECLARATIONS	POLICY NUMBER <b>183-</b>	
1.	<i>Name of Insured</i> : ADDRESS:		
2.	Policy Period: 12:01 A.M. Standard Time at the Address of the Named Insured as Stated Herein. From:		
	REPRESENTATIVE: Agent or Broker Office Address Town and State The operation of the insured is:		
<h2 style="margin: 0;">INTERSTATE FIRE &amp; CASUALTY COMPANY</h2> <p style="margin: 0;">CHICAGO, ILLINOIS</p>			
3.	Schedule of Underlying Insurance: Insurer and Policy Number		
4.	Limits of Liability: The limit of the Company's liability shall be as stated herein, subject to all the terms of this policy having reference thereto.		
	Coverage	COLUMN I Company Limits	IN EXCESS OF COLUMN II Underlying Limits COLUMN III Total Limits
	A Bodily Injury	\$ Each Person	\$
	Automobile	\$ Each Occurrence	\$
	B Bodily Injury	\$ Each Person	\$
	Except Automobile	\$ Each Occurrence	\$
		\$ Aggregate	\$
	C Property Damage Automobile	\$ Each Occurrence	\$
	D Property Damage	\$ Each Occurrence	\$
	Except Automobile	\$ Aggregate	\$
	E Combined Single Limit Bodily Injury and Property Damage Automobile	\$ Each Occurrence	\$
	F Combined Single Limit Bodily Injury and Property Damage—Except Automobile	\$ Each Occurrence \$ Aggregate	\$ \$
	Endorsements and Additional Coverage Parts (IDENTIFY BY FORM NUMBERS)		\$
	The insurance afforded is only with respect to such of the above coverages as are indicated but such coverages shall not apply with respect to any automobile owned by the named insured unless such automobile is described herein or is a replacement of a described automobile.		
	DESCRIPTION OF AUTOMOBILE (Year, Make, Serial No.)		
	1.	2.	
5.	Premium Computation		
	Premium Basis	Estimated Exposure	Rate Advance Premium
	Minimum Premium \$		

Countersigned by

Authorized Representative



# EXCESS LIABILITY DAILY REPORT

11/14/77 11/14/77 183-13597

TERA 03

Item	DECLARATIONS	POLICY NUMBER	183-140078
1	Name of Insured	ANGELES CHEMICAL CO., INC. AND STALLION TREAD LAMER, INC.	
	ADDRESS:	8913 SORENSON AVENUE SANTA FE SPRINGS, CA 90670	
2	Policy Period:	11:01 A.M., Standard Time of the Address of the Named Insured as Stated Herein. From: NOVEMBER 1, 1977 TO NOVEMBER 1, 1978	
	REPRESENTATIVE:	SUB Agent or Broker: WORLDWIDE FACILITIES, INC. Office Address: 3435 WILSHIRE BLVD. Town and State: LOS ANGELES, CA 90010	
	The operation of the insured is: CHEMICAL MFG.		

## NO FLAT CANCELLATION

3.	Schedule of Underlying Insurance: Insurer and Policy Number			
	GREAT AMERICAN (FOR PRIMARY & EXCESS) NUMBERS TO FOLLOW			
4.	Limits of Liability: The limit of the Company's liability shall be as stated herein, subject to all the terms of this policy having reference thereto.			
	Coverage	COLUMN I Company Limits	IN EXCESS OF COLUMN II Underlying Limits	COLUMN III Total Limits
	A Bodily Injury Automobile	\$ Each Person \$ Each Occurrence	\$ \$	\$ \$
	B Bodily Injury Except Automobile	\$ Each Person \$ Each Occurrence \$ Aggregate	\$ \$ \$	\$ \$ \$
	C Property Damage Automobile	\$ Each Occurrence	\$	\$
	D Property Damage Except Automobile	\$ Each Occurrence \$ Aggregate	\$ \$	\$ \$
	E Combined Single Limit Bodily Injury and Property Damage Automobile	\$ Each Occurrence	\$	\$
	F Combined Single Limit Bodily Injury and Property Damage— <del>Ins</del>	\$ 500,000 Each Occurrence \$ 500,000 Aggregate	\$ 500,000 \$ 500,000	\$ 1,000,000 \$ 1,000,000
	Endorsements and Additional Coverage Parts (IDENTIFY BY FORM NUMBERS)			
	IFC-10; EMOs 1 & 2			
	The insurance afforded is only with respect to such of the above coverages as are indicated but such coverages shall not apply with respect to any automobile owned by the named insured unless such automobile is described herein or is a replacement of a described automobile.			
	DESCRIPTION OF AUTOMOBILE (Year, Make, Serial No.)			
	1.	2.		
5.	Premium Computation			
	Premium Basis	Estimated Exposure	Rate	Advance Premium
	Per \$1000 of Gross Receipts	7,000,000	2.466 State Tax Stamping Fee	\$12,329.00 349.87 24.66 \$12,723.53
	Minimum Premium \$ 12,329.00			

GEO. F. BROWN & SONS, INC.

Countersigned by

Authorized Representative

ENDORSEMENT NO. 1

PUNITIVE DAMAGES EXCLUSION

✓ IN CONSIDERATION OF THE PREMIUM CHARGED, IT IS AGREED THAT THIS POLICY DOES NOT APPLY TO PUNITIVE OR EXEMPLARY DAMAGES, AWARDED AGAINST THE INSURED.

All other terms and conditions remain unchanged.

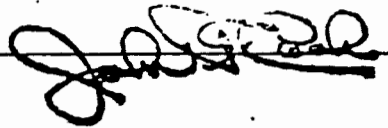
Attached to and forming part of No. 183-140078

Issued to ANGELES CHEMICAL CO., INC. ET AL

Effective NOVEMBER 1, 1977

☒ INTERSTATE FIRE & CASUALTY COMPANY

☐ CHICAGO INSURANCE COMPANY

By 

IFC-CIC-3 (10-77)

ENDORSEMENT NO. 2

NO-FAULT AUTOMOBILE LIABILITY EXCLUSION ENDORSEMENT

✓ IN CONSIDERATION OF THE PREMIUM CHARGED, IT IS AGREED THAT THE INSURANCE PROVIDED BY THIS POLICY SHALL NOT APPLY WITH RESPECT TO ANY LIABILITY ARISING OUT OF CLAIMS BROUGHT UNDER SO-CALLED "NO-FAULT" OR PERSONAL INJURY PROTECTION LAWS OR STATUTES OR ANY SIMILAR LEGISLATION.

All other terms and conditions remain unchanged.

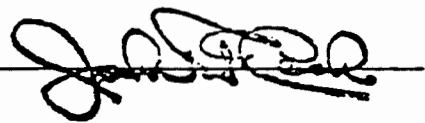
Attached to and forming part of No. 183-140078

Issued to ANGELES CHEMICAL CO. ET AL

Effective NOVEMBER 1, 1977

☒ INTERSTATE FIRE & CASUALTY COMPANY

☐ CHICAGO INSURANCE COMPANY

By 

IFC-DIC-3 (10-77)



SERVICE OF SUIT CLAUSE

It is agreed that in the event of the failure of the Interstate Fire & Casualty Company (herein called the Company) to pay any amount claimed to be due hereunder, the Company, at the request of the Insured (or reinsured), will submit to the jurisdiction of any Court of competent jurisdiction within the United States and will comply with all requirements necessary to give such Court jurisdiction and all matters arising hereunder shall be determined in accordance with the law and practice of such Court.

It is further agreed that service of process in such suit may be made upon **BOLTON & HEMER**

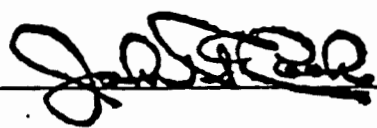
and that in any suit instituted against any one of them upon this contract, the Company will abide by the final decision of such Court or of any appellate Court in the event of an appeal.

The above-name are authorized and directed to accept service of process on behalf of the Company in any such suit and/or upon the request of the insured (or reinsured) to give a written undertaking to the insured (or reinsured) that they will enter a general appearance upon the Company's behalf in the event such a suit shall be instituted.

Further, pursuant to any statute of any state, territory or district of the United States which makes provision therefor, the Company hereby designates the Superintendent, Commissioner or Director of Insurance or other officer specified for that purpose in the statute, or his successor or successors in office, as its true and lawful attorney upon whom may be served any lawful process in any action, suit or proceeding instituted by or on behalf of the insured (or reinsured) or any beneficiary hereunder arising out of this contract of insurance (or reinsurance), and hereby designates the above-named as the person to whom the said officer is authorized to mail such process or a true copy thereof.

Attached to and forming part of No. 183-140078 **INTERSTATE FIRE & CASUALTY COMPANY**

Issued to ANGELES CHEMICAL CO. ET AL

Effective NOVEMBER 1, 1977 By 

IFC-10 (Rev. 2/70)



INSURED		POLICY NUMBER
ANGELES CHEMICAL CO.		SLP 945-13-57
EFFECTIVE DATE	POLICY PERIOD	AUTHORIZED REPRESENTATIVE
11-1-76	11-1-76 to 11-1-77	

Complete the above spaces if this endorsement is not attached to the policy when issued.

HAX BEHN & ASSOCIATES, INC. - ENCIN

GENERAL ENDORSEMENT

PREMIUM CHANGE (If any)	
Additional \$	Return \$

It is agreed that this policy is hereby amended as indicated below by ☒:

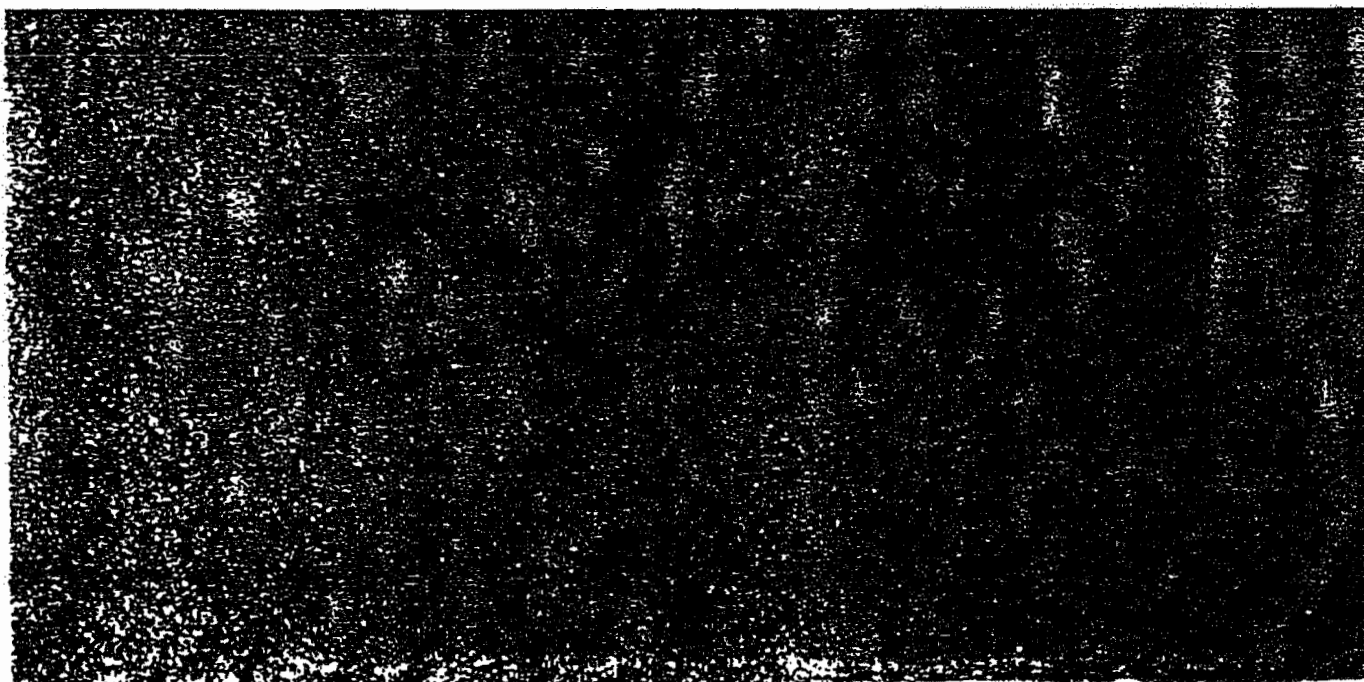
- ☐ 1. Insured's Name:
- ☐ 2. Insured's Address: **ITEM 2 OF DECLARATIONS, POLICY PERIOD, IS AMENDED TO READ NOV. 1, 1976 - JAN. 1, 1978. ADDITIONAL PREMIUM TO BE DETERMINED AT AUDIT.**
- ☐ 3. Location
- ☐ 4. Limit(s) of Liability:
- ☐ 5. Amount(s) of Insurance:
- ☐ 6. Description of Property:
- ☐ 7. Policy Period:
- ☐ 8. Audit Period:
- ☐ 9. Premium:
- ☐ 10. Rate
- ☐ 11. Loss Payee:
- ☒ 12.

C D A O  
☐ FILE FILE ☐ FILE  
NOV 1 1976  
INITIALS/DATE

F.14258A - 4-72

This policy is subject otherwise to all its terms.

1. SS/jg 11-29-77





INSURED <b>ANGEL'S CHEMICAL CO.</b>		POLICY NUMBER <b>SLP 945-13-57</b>
EFFECTIVE DATE <b>9-1-77</b>	POLICY PERIOD <b>11-1-76 to 11-1-77</b>	AUTHORIZED REPRESENTATIVE
Complete the above spaces if this endorsement is not attached to the policy when issued.		

**CHANGE OF LIMITS ENDORSEMENT** **MAX BEHN & ASSOCIATES, INC**

*It is agreed that the limits of liability are amended to read as follows:*

(a) MULTIPLE LIMITS PLAN		
COVERAGES	LIMITS OF LIABILITY	RETURN ADDL. PREMIUM
Bodily Injury Liability - Automobile	\$ ,000 each person \$ ,000 each occurrence	\$
Bodily Injury Liability - Except Automobile	\$ ,000 each occurrence \$ ,000 aggregate products and completed operations	\$
Property Damage Liability - Automobile	\$ ,000 each occurrence	\$
Property Damage Liability - Except Automobile	\$ ,000 each occurrence \$ ,000 aggregate operations \$ ,000 aggregate protective \$ ,000 aggregate products and completed operations \$ ,000 aggregate contractual	\$

(b) SINGLE LIMIT PLAN		
Bodily Injury and Property Damage-Automobile	\$ 500 ,000 each occurrence	BLD. <u>12/7/77</u> NO. <u>33858</u> \$ 2,919. incl.
Bodily Injury and Property Damage-Except Auto.	\$ 500 ,000 each occurrence	
	\$ 500 ,000 aggregate	

**RATE: \$3.50 PER 1,000 GROSS RECEIPTS**

*Stallion 18.5% (540.00)  
Angel's 81.5% (2379.00)*

*It is further agreed that:*

*Anniversary Premiums are amended to read as follows:*

First Anniversary ..... \$ \_\_\_\_\_

Second Anniversary ..... \$ \_\_\_\_\_

P.L. 167

END. 67

1. 38/38 11-29-77



And	
See Card	
Report	
Approved	

Ins	
Order	

Alt	
Alt	
Alt	

# ELECT LIABILITY POLICY

*Renewed  
w/3-*

## DECLARATIONS

POLICY NUMBER **SLP 9 45 13 57**

Item 1 **NAMED INSURED**

**ANGELES CHEMICAL CO., INC., &  
STALLION TANK LINES, INC.**

Previous Poli  
**NEW**

Address (Number, Street, Town, County, State, Zip)

**8915 SORRENSEN AVE.  
SANTA FE SPRINGS, CALIF. 90670**

Item 2 Policy Period:

From **NOV. 1, 1976** To **NOV. 1, 1977 1-1-78**

12:01 A.M. standard time, at the address of the named insured as stated herein.

Agent

Sub Producer

Code No

*ANGELES - 31.5%  
STALLION - 17.5%*

**MAX BEEM & ASSOCIATES, INC.  
ENCINO**

**13817**

Insurance is afforded  
by Company indicated:

☒ GREAT AMERICAN INSURANCE COMPANY

☐ AMERICAN NATIONAL FIRE INSURANCE COMPANY

**COMM-22**

Item 3. Entry of amounts of Limits of Liability designates the LIMITS PLAN applicable.

The insurance afforded is only with respect to such and so many of the following coverages as are indicated by specific premium charge or charge limit of the company's liability against each such coverage shall be as stated herein, subject to all the terms of this policy having reference to

### (a) MULTIPLE LIMITS PLAN

COVERAGES	LIMITS OF LIABILITY	ADVANCE PRE
A Bodily Injury Liability — Automobile	\$ ,000 each person \$ ,000 each occurrence	\$
B Bodily Injury Liability — Except Automobile	\$ ,000 each occurrence \$ ,000 aggregate products and completed operations	\$
C Property Damage Liability — Automobile	\$ ,000 each occurrence	\$
D Property Damage Liability — Except Automobile	\$ ,000 each occurrence \$ ,000 aggregate operations \$ ,000 aggregate protective \$ ,000 aggregate products and completed operations \$ ,000 aggregate contractual	\$

### (b) SINGLE LIMIT PLAN

AAC Bodily Injury and Property Damage — Automobile	\$500,000 each occurrence	\$ 6,802.
BAD Bodily Injury and Property Damage — Except Automobile	\$500,000 each occurrence	\$ 25,074.
	\$500,000 aggregate	
Automobile Physical Damage Coverage	Per Supplement	\$ 2,633.
Uninsured Motorist Coverage	\$ 15,000 each person \$ 130,000 each accident	\$ TWCL.
Garage Insurance Endorsement	Per Endorsement	\$
	Total Advance Premium	\$ 300.30

If policy period is more than one year, \$ is payable on effective date of the policy. The 2nd and 3rd year premiums shall be collected annually on the basis of the rates in effect at the inception of each year of the policy, but this procedure does not apply to the premium for Coverages B and D if paid in advance.

Item 4. The named insured is

**CORPORATION**

Item 5. Business of the named insured is

**INDUSTRIAL - 100 INDUSTRIAL SOLVENT**

Form numbers of endorsements attached to policy at issue:

**F21000, 21003, 21004, 21005, 21007, 21017, 21015, 30151, CP  
40028, 31042, 31301, 21036, 31542, CP0037, 21062, 30165, 30**

1-VCJ/mf 1-5-77

Countersigned by

Authorized Representative

F-21001C — 3-76 Printed in U.S.A.

AGENT'S COPY

EAST AMERICAN  
SURANCE COMPANIES

*Select Policy*  
PREMIUM CALCULATION WORKSHEET (1)

INSURED

POLICY NO. SLP 945 13 57

DESCRIPTION OF HAZARDS	CODE NO.	Premium Bases	RATES		ADVANCE PREMIUM	
			Coverage B	Coverage C	Coverage B	Coverage C
(a) Premises—Operations		(a) Area (Sq. Ft.) (b) Frontage (c) Remuneration (d) Receipts	(a) Per 100 square feet (b) Per linear foot (c) Per \$100 of Remuneration (d) Per \$100 of Receipts			
FUEL OIL, COAL OR WOOD DEALERS - INCLUDING LOCAL MANAGERS	59842	c) 46,900.	.827	1.187	388.	55.
TRUCKMEN - INCLUDING COMPLETED OPERATIONS	42133	c) 33,500.	.496	.27	166.	9.
EXCESS LIMITS CHARGE						
SPECIAL RATING					1,455.	1,7.
<i>See Renewal</i>						
Customers' Goods Extension under Broad Form P. D.						5.0
(b) (I) Escalators and Hoists Insurance Charges		Number 1) Landings 2) Hoists 3) Elevators	Each			
(b) (II) Escalator and Elevator Inspection Charges						

F.21003A-6-72

AT AMERICAN  
URANCE COMPANIES

*Select Liability Policy*

PREMIUM CALCULATION WORKSHEET (2)

POLICY NO. **SLP 9 45 13 57**

DESCRIPTION OF HAZARDS	CODE NO.	Premium Basis	RATES		ADVANCE PREMIUMS	
			Coverage A	Coverage B	Coverage A	Coverage B
(a) Contractual  <b>BLANKET</b>		Exposure & Rating Bands	Rates			
(b) Independent Contractors — Let or Sublet Work		Cost	Per \$100. of Cost			
(c) Products and Completed Operations  <b>CHEMICALS - INDUSTRIAL USE (MPG.)</b>	<b>281055</b>	Sales	Per \$1,000. of Sales			
		<b>\$5,000,000.</b>	<b>2.799</b>	<b>3.337</b>	<b>13,995.</b>	<b>16,685</b>
Sub Total (a) to (c) inclusive					<b>16,004.</b>	<b>19,070.</b>



NAME OF INSURED

POLICY NO. **SLP 945 13 57**

(f) Owned Automobiles	Description and Use	Medical	ADVANCE PREMIUM		
			Coverage A	Coverage B	
PER AUTOMOBILE SCHEDULE		98.	4,849.	1.68	
(g) Hired Automobiles - Premium Basis - Total Cost of Hire					
Estimated Total Cost of Hire for Each State Where the Named Insured is Located		RATES PER \$100 TOTAL COST OF HIRE			
		BI PD			
State	Estimated Total Cost of Hire				
(h) Non-Owned Automobiles - Premium Basis - Total Number of Employees at All Locations					
IF ANY		SANTA FE SPRINGS, CALIF.		16. 5.	
(i) Other Coverages DOC UAC D&D		U/H	148.		



INSURED		POLICY NUMBER
EFFECTIVE DATE	POLICY PERIOD	AUTHORIZED REPRESENTATIVE
Complete the above spaces if this endorsement is not attached to the policy when issued.		

**MULTI PURPOSE ENDORSEMENT  
FORM A  
For Use with SELECT LIABILITY POLICY**

IT IS AGREED THAT THE POLICY APPLIES SUBJECT TO THE PROVISIONS OF SUCH AND SO MANY OF THE FOLLOWING ENDORSEMENT AS ARE DESIGNATED BY ☒ BELOW.

**INDIVIDUAL AS NAMED INSURED**

☐ (General Liability)

It is agreed that section (1) of the Definition (f) is replaced by the following:

(1) If the named insured is designated in the declarations as an individual, the person so designated but only with respect to the conduct of a business which he is the sole proprietor, and the spouse of the named insured with respect to the conduct of such a business.

☐ (Automobile)

It is agreed that as respects the individual named insured or the spouse of such individual, the policy does not apply to the use of any non-owned automobile except in connection with the conduct of a business of which he is the sole proprietor.

**PARTNERS AS NAMED INSURED**

☐ (General Liability)

It is agreed that section (2) of Definition (f) is replaced by the following:

(2) If the named insured is designated in the declarations as a partnership, any partner of the partnership so designated and the spouse of such partner but only with respect to his liability as such.

☐ (Automobile)

It is agreed that, as respects any partner of the insured partnership or the spouse of such partner, the policy does not apply to:

1. An automobile owned by or registered in the name of any partner or his spouse.
2. The use of any non-owned automobile in a business other than that of the partnership.

**EXECUTIVE OFFICERS AS INSURED**

☒ (General Liability)

It is agreed that section (3) of Definition (f) is replaced by the following:

(3) If the named insured is designated in the declarations as a corporation, any executive officer thereof and the spouse of such executive officer, when acting within the scope of his duties as such.

☐ (Automobile)

It is agreed that, as respects any executive officer of the insured corporation or the spouse of such executive officer, the policy does not apply to:

1. An automobile owned by or registered in the name of any executive officer or spouse.
2. The use of any non-owned automobile in a business other than that of the corporation.

**JOINT VENTURE AS NAMED INSURED**

☐ (General Liability)

It is agreed that section (5) of Definition (f) is replaced by the following:

(5) If the named insured is designated in the declarations as a joint venture, any member of the joint venture so designated and the spouse of such member, but only with respect to his liability as such.

☐ (Automobile)

It is agreed that, as respects any member of the insured joint venture or the spouse of such member, the policy does not apply to:

1. An automobile owned by or registered in the name of any member or his spouse.
2. The use of any non-owned automobile in a business other than that of the joint venture.

**EMPLOYEES AS ADDITIONAL INSURED**

☒ (General Liability)

It is agreed that, as respects employees of the named insured, Definition (f) is amended to include any employee of the named insured while acting within the scope of his duties as such, but the insurance afforded to such employee does not apply:

1. to bodily injury to (a) another employee of the named insured arising out of or in the course of his employment or (b) the named insured or, if the named insured is a partnership or joint venture, any partner or member thereof;
2. to property damage to property owned, occupied or used by, rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by (a) another employee of the named insured or (b) the named insured, or, if the named insured is a partnership or joint venture, any partner or member thereof.

AMERICAN  
INSURANCE COMPANIES

INSURED		POLICY NUMBER
EFFECTIVE DATE	POLICY PERIOD	AUTHORIZED REPRESENTATIVE
to		
Complete the above spaces if this endorsement is not attached to the policy when issued.		

**PERSONAL INJURY COVERAGE ENDORSEMENT**  
For Use with **SELECT LIABILITY POLICY**

The company, in consideration of the payment of the premium and subject to all of the provisions of the policy not expressly modified herein, agree with the named insured as follows:

**SCHEDULE**

The insurance afforded is only with respect to personal injury arising out of an offense included within such of the following groups of offenses as indicated by specific premium charge or charges.

GROUPS OF OFFENSES	ADVANCE PREMIUM
A. False Arrest, Detention or Imprisonment, or Malicious Prosecution.	\$
B. Libel, Slander, Defamation or Violation of Right of Privacy.	\$
C. Wrongful Entry or Eviction or Other Invasion of Right of Private Occupancy.	\$
Minimum Premium \$	Total Advance Premium \$

**Limits of Liability:**

\$ 100,000. aggregate  
Insured's participation %

**I. PERSONAL INJURY LIABILITY**

The company will pay on behalf of the insured all sums which the insured shall become legally obligated to pay as damages because of injury (hereinafter called "personal injury") sustained by any person or organization and arising out of one or more of the following offenses committed in the conduct of the named insured's business:

Group A—false arrest, detention or imprisonment, or malicious prosecution;

Group B—the publication or utterance of a libel or slander or of other defamatory or disparaging material, or a publication or utterance in violation of an individual's right of privacy, except publications or utterances in the course of or related to advertising, broadcasting or telecast activities conducted by or on behalf of the named insured;

Group C—wrongful entry or eviction, or other invasion of the right of private occupancy;

If such offense is committed during the policy period within the United States of America, its territories or possessions, or Canada, and the company shall have the right and duty to defend any suit against the insured seeking damages on account of such personal injury even if any of the allegations of the suit are groundless, false or fraudulent, and may make such investigation and settlement of any claim or suit as it seems expedient, but the company shall not be obligated to pay any claim or judgment or to defend any suit after the applicable limit of the company's liability has been exhausted by payment of judgments or settlements.

**Exclusions**

This insurance does not apply:

- (a) to liability assumed by the insured under any contract or agreement;
- (b) to personal injury arising out of the willful violation of a penal statute or ordinance committed by or with the knowledge or consent of any insured;
- (c) to personal injury sustained by any person as a result of an offense directly or indirectly related to the employment of such person by the named insured;
- (d) to personal injury arising out of any publication or utterance described in Group B, if the first injurious publication or utterance of the same or similar material by or on behalf of the named insured was made prior to the effective date of this insurance;
- (e) to personal injury arising out of a publication or utterance described in Group B concerning any organization or business enterprise, or its products, services, made by or at the direction of any insured with knowledge of the falsity thereof.

**II. PERSONS INSURED**

Each of the following is an insured under this insurance to the extent set forth below:

- (a) if the named insured is designated in the declarations as an individual, the person so designated and his spouse;
- (b) if the named insured is designated in the declarations as a partnership or joint venture, the partnership or joint venture so designated and any partner or member thereof but only with respect to his liability as such;
- (c) if the named insured is designated in the declarations as other than an individual, partnership or joint venture, the organization so designated and its executive officer, director or stockholder thereof while acting within the scope of his duties as such.

This insurance does not apply to personal injury arising out of the conduct of any partnership or joint venture of which the insured is a partner, member and which is not designated in this policy as a named insured.

**III. LIMITS OF LIABILITY—INSURED'S PARTICIPATION**

Regardless of the number of (1) insureds under this policy, (2) persons or organizations who sustain personal injury, or (3) claims made or suits brought on account of personal injury, the total liability of the company for all damages because of all personal injury to which this coverage applies shall not exceed the limit of personal injury liability stated in the endorsement as "aggregate".

If a participation percentage is stated in the schedule for the insured, the company shall not be liable for a greater proportion of any loss than the difference between such percentage and one hundred percent and the balance of the loss shall be borne by the insured; provided, the company may, at the insured's option, pay a loss to effect settlement of the loss, and, upon notification of the action taken, the named insured shall promptly reimburse the company therefor.

**IV. ADDITIONAL DEFINITION**

When used in reference to this insurance:

"damages" means only those damages which are payable because of personal injury arising out of an offense to which this insurance applies.



**AUTOMOBILE MEDICAL PAYMENT ENDORSEMENT**  
For Use with SELECT LIABILITY POLICY

ICAN  
00000

THE FOLLOWING SPACES ARE TO BE COMPLETED ONLY IF ENDORSEMENT IS NOT ATTACHED TO THE POLICY WHEN ISSUED.

POLICY NO. _____	EFFECTIVE DATE _____	INSURED _____
TO POLICY PERIOD _____		SIGNATURE OF AUTHORIZED REPRESENTATIVE _____

**SCHEDULE**

**Designation of Automobiles for Purposes of Division 1:**

- (1) ☐ Any owned automobile.
- (2) ☐ Any hired automobile.
- (3) ☒ Any licensed owned private passenger automobile.
- (4) ☐ Any automobile designated in any schedule by the letters "M.P."
- (5) ☐ Any non-owned automobile, if insurance for the use thereof is afforded under coverage A of the policy.
- (6) ☐ \_\_\_\_\_

Designated person insured:

Limit of Liability	Premium
\$ 5,000. each person	\$ INCL.

The company will pay all reasonable medical expense incurred within one year from the date of the accident.

Division 1. to or for each person who sustains bodily injury, caused by accident, while occupying a designated automobile which is being used by a person for whom bodily injury liability insurance is afforded under this policy with respect to such use;

Division 2. to or for each insured who sustains bodily injury, caused by accident, while occupying or, while a pedestrian, through being struck by a highway vehicle.

**EXCLUSIONS**

This insurance does not apply:

(a) to bodily injury to any person or insured while employed or otherwise engaged in duties in connection with an automobile business, if benefits therefor are in whole or in part either payable or required to be provided under any workmen's compensation law;

(b) to bodily injury due to war, whether or not declared, civil war, insurrection, rebellion or revolution, or to any act or condition incident to any of the foregoing;

(c) under Division 1, to bodily injury to any employee of the named insured arising out of and in the course of employment by the named insured, but this exclusion does not apply to any such bodily injury arising out of and in the course of domestic employment by the named insured unless benefits therefor are in whole or in part either payable or required to be provided under any workmen's compensation law;

(d) under Division 2, to bodily injury sustained while occupying a highway vehicle owned by any insured, or furnished for the regular use of any insured by any person or organization other than the named insured.

**ADDITIONAL DEFINITIONS**

"Insured" with respect to the insurance under Division 2 means:

- (a) any person designated as insured in the schedule;
- (b) while residents of the same household as such designated person, his spouse and the relatives of either; and if such designated person shall die, any person who was an insured at the time of such death shall continue to be an insured.

"designated automobile" means an automobile designated in the schedule and includes:

- (a) an automobile not owned by the named insured while temporarily used as a substitute for an owned automobile designated in the schedule when withdrawn from normal use for servicing or repair or because of its breakdown, loss or destruction; and

(b) a trailer designed for use with a private passenger automobile, it not being used for business purposes with another type automobile and if not a home, office, store, display or passenger trailer;

"highway vehicle" means a land motor vehicle or trailer other than:

- (a) a farm type tractor or other equipment designated for use principally off public roads, while not upon public roads;
- (b) a vehicle operated on rails or crawler-treads; or
- (c) a vehicle while located for use as a residence or premises;

"medical expense" means expenses for necessary medical, surgical, x-ray and dental services, including prosthetic devices, and necessary ambulance, hospital, professional nursing and funeral services;

"occupying" means in or upon or entering into or alighting from.

(over)

#### CONDITIONS

1. **Policy Provisions.** None of the insuring agreements, exclusions or conditions of the policy shall apply to the insurance afforded by this endorsement except "Policy Period, Territory", "Premium", "Inspection and Audit", "Changes", "Assignment", "Cancellation" and "Definitions".

2. **Limit of Liability.** The limit of liability for Automobile Medical Payments Coverage stated in this endorsement as applicable to "each person" is the limit of the company's liability for all medical expense for bodily injury to any person, including any insured, as the result of any one accident. When more than one medical payments coverage afforded by this policy applies to the loss, the company shall not be liable for more than the amount of the highest applicable limit of liability.

3. **Notice of Accident.** When an accident occurs written notice shall be given by or on behalf of the insured to the company or any of its authorized agents as soon as practicable. Such notice shall contain particulars sufficient to identify the insured and also reasonably obtainable information respecting the time, place and circumstances of the accident, the names and addresses of the injured and of available witnesses.

4. **Medical Reports; Proof and Payment of Claim.** As soon as practicable the injured person or someone on his behalf shall give to the company

written proof of claim, under oath if required, and shall, after each request from the company, execute authorization to enable the company to obtain medical reports and copies of records. The injured person shall submit to physical examination by physicians selected by the company when and as often as the company may reasonably require.

The company may pay the injured person or any person or organization rendering the services and such payment shall reduce the amount payable hereunder for such injury. Payment hereunder shall not constitute an admission of liability of any person or, except hereunder, of the company.

5. **Action Against Company.** No action shall lie against the company unless, as a condition precedent thereto, there shall have been full compliance with all the terms of this insurance, nor until thirty days after the required proofs of claim have been filed with the company.

6. **Excess Insurance.** Except with respect to an owned automobile, the insurance under Division 1 shall be excess insurance over any other valid and collectible automobile medical payments or automobile medical expense insurance.

The insurance under Division 2 shall be excess insurance over any other valid and collectible automobile medical payments or automobile medical expense insurance available to the insured under any other policy.



INSURED		POLICY NUMBER
EFFECTIVE DATE	POLICY PERIOD	AUTHORIZED REPRESENTATIVE
10		
Complete the above spaces if this endorsement is not attached to the policy when issued.		

A 5153  
**FAMILY PROTECTION COVERAGE**  
(Automobile Bodily Injury Liability)

**SCHEDULE**

Designation of named insured for purposes of this endorsement [see Insuring Agreement II (a)] (ENTER BELOW)

The advance premium for this endorsement is	Limits of Liability	
\$ INCL.	\$ 15,000 each person	\$ 30,000 each accident

Description of Insured Automobiles—Check appropriate box

- ☐ Any automobile owned by the principal named insured
- ☐ Any private passenger type automobile owned by the principal named insured
- ☐ Any automobile to which are attached Dealer's Automobile Registration Plates issued in the name of the principal named insured
- ☒ Any automobile designated in the declarations of the policy by the letters "UAF" and an automobile ownership of which is acquired during the policy period by the principal named insured as a replacement thereof

In consideration of the payment of the premium for this endorsement and subject to all of the terms of this endorsement, the company agrees with the named insured as follows:

**INSURING AGREEMENTS**

**I. Damages for Bodily Injury Caused by Uninsured Automobiles:** The company will pay all sums which the insured or his legal representative shall be legally entitled to recover as damages from the owner or operator of an uninsured automobile because of bodily injury, sickness or disease, including death resulting therefrom, hereinafter called "bodily injury", sustained by the insured, caused by accident and arising out of the ownership, maintenance or use of such uninsured automobile; provided, for the purposes of this endorsement, determination as to whether the insured or such representative is legally entitled to recover such damages, and if so the amount thereof, shall be made by agreement between the insured or such representative and the company or, if they fail to agree, by arbitration.

No judgment against any person or organization alleged to be legally responsible for the bodily injury shall be conclusive, as between the insured and the company, of the issues of liability of such person or organization or of the amount of damages to which the insured is legally entitled unless such judgment is entered pursuant to an action prosecuted by the insured with the written consent of the company.

**II. Definitions:**

(a) "Insured" means:

- (1) the named insured as stated in the policy herein also referred to as the "principal named insured" and any person designated as named insured in the schedule and, while residents of the same household, the spouse of any such named insured and relatives of either;
- (2) any other person while occupying an insured automobile; and
- (3) any person, with respect to damages he is entitled to recover because of bodily injury to which this endorsement applies sustained by an insured under (1) or (2) above.

The insurance applies separately with respect to each insured, but the application of the insurance to more than one insured shall not operate to increase the limits of the company's liability.

(b) "Insured automobile" means an automobile:

- (1) described in the schedule as an insured automobile to which the bodily injury liability coverage of the policy applies;
- (2) while temporarily used as a substitute for an insured automobile as described in subparagraph (1) above, when withdrawn from normal use because of its breakdown, repair, servicing, loss or destruction;
- (3) while being operated by a named insured or by his spouse if a resident of the same household;

but the term "insured automobile" shall not include:

- (i) an automobile while used as a public or livery conveyance;
- (ii) an automobile while being used without the permission of the owner;

(c) "uninsured automobile" means:

- (1) an automobile with respect to the ownership, maintenance or use of which there is, in at least the amounts specified by the financial responsibility law of the state in which the insured automobile is principally garaged, no bodily injury liability bond or insurance policy applicable at the time of the accident with respect to any person or organization legally responsible for the use of such automobile, or with respect to which there is a bodily injury liability bond or insurance policy applicable at the time of the accident but the company writing the same denies coverage thereunder; or

(2) a hit-and-run automobile as defined;

but the term "uninsured automobile" shall not include:

- (i) an insured automobile;
- (ii) an automobile which is owned or operated by a self-insurer within the meaning of any motor vehicle financial responsibility law, motor carrier law or any similar law;
- (iii) an automobile which is owned by the United States of America, Canada, a state, a political subdivision of any such government or an agency of any of the foregoing;
- (iv) a land motor vehicle or trailer if operated on rails or crawler-treads or while located for use as a residence or premises and not as a vehicle; or
- (v) a farm type tractor or equipment designed for use principally off public roads, except while actually upon public roads.

(d) "hit-and-run automobile" means an automobile which causes bodily injury to an insured arising out of physical contact of such automobile with the insured or with an automobile which the insured is occupying at the time of the accident, provided: (1) there cannot be ascertained the identity of either the operator or owner of such "hit-and-run automobile"; (2) the insured or someone on his behalf shall have reported the accident within 24 hours to a police, peace or judicial officer or to the Commissioner of Motor Vehicles, and shall have filed with the company within 30 days thereafter a statement under oath that the insured or his legal representative has a cause or causes of action arising out of such accident for damages against a person or persons whose identity is unascertainable, and setting forth the facts in support thereof; and (3) at the company's request, the insured or his legal representative makes available for inspection the automobile which the insured was occupying at the time of the accident.

(e) Occupying. The word "occupying" means in or upon or entering into or alighting from.



# CONDITIONS

1. **Policy Provisions:** None of the Insuring Agreements, Exclusions or Conditions of the policy shall apply to the insurance afforded by this endorsement except the Conditions "Notice" or "Notice of Accident," "Changes," "Assignment," "Cancellation" and "Declarations".

2. **Premium:** If during the policy period the number of insured automobiles owned by the principal named insured or spouse or the number of dealer's license plates issued to the principal named insured changes, such named insured shall notify the company during the policy period of any change and the premium shall be adjusted in accordance with the manuals in use by the company. If the earned premium thus computed exceeds the advance premium paid, such named insured shall pay the excess to the company; if less, the company shall return to such named insured the unearned portion paid by such insured.

3. **Proof of Claim; Medical Reports:** As soon as practicable, the insured or other person making claim shall give to the company written proof of claim, under oath if required, including full particulars of the nature and extent of the injuries, treatment, and other details entering into the determination of the amount payable hereunder. The insured and every other person making claim hereunder shall submit to examinations under oath by any person named by the company and subscribe the same, as often as may reasonably be required. Proof of claim shall be made upon forms furnished by the company unless the company shall have failed to furnish such forms within 15 days after receiving notice of claim.

The injured person shall submit to physical examinations by physicians selected by the company when and as often as the company may reasonably require and he, or in the event of his incapacity his legal representative, or in the event of his death his legal representative or the person or persons entitled to sue therefor, shall upon each request from the company execute authorization to enable the company to obtain medical reports and copies of records.

4. **Assistance and Cooperation of the Insured:** After notice of claim under this endorsement, the company may require the insured to take such action as may be necessary or appropriate to preserve his right to recover damages from any person or organization alleged to be legally responsible for the bodily injury; and in any action against the company, the company may require the insured to join such person or organization as a party defendant.

5. **Notice of Legal Action:** If, before the company makes payment of loss hereunder, the insured or his legal representative shall institute any legal action for bodily injury against any person or organization legally responsible for the use of an automobile involved in the accident, a copy of the summons and complaint or other process served in connection with such legal action shall be forwarded immediately to the company by the insured or his legal representative.

## 6. **Limits of Liability:**

(a) The limit of liability stated in the schedule as applicable to "each person" is the limit of the company's liability for all damages, including damages for care or loss of services, because of bodily injury sustained by one person as the result of any one accident and, subject to the above provision respecting each person, the limit of liability stated in the schedule as applicable to "each accident" is the total limit of the company's liability for all damages, including damages for care or loss of services, because of bodily injury sustained by two or more persons as the result of any one accident.

(b) any amount payable under the terms of this endorsement because of bodily injury sustained in an accident by a person who is an insured under this coverage shall be reduced by

- (1) all sums paid on account of such bodily injury by or on behalf of (i) the owner or operator of the uninsured automobile and (ii) any other person or organization jointly or severally liable together with such owner or operator for such bodily injury including all sums paid under the Bodily Injury Liability Coverage of the policy; and
- (2) the amount paid and the present value of all amounts payable on account of such bodily injury under any workmen's compensation law, disability benefits law or any similar law.

(c) any payment made under this endorsement to or for any insured shall be applied in reduction of the amount of damages which he may be entitled to recover from any person insured under the Bodily Injury Liability Coverage of the policy.

(d) the company shall not be obligated to pay under this Coverage that part of the damages which the insured may be entitled to recover from the owner or operator of an uninsured automobile which represents expenses for medical services paid or payable under the Medical Payments Coverage of the policy.

7. **Other Insurance:** With respect to bodily injury to an insured while occupying an automobile not owned by the principal named insured, the insurance under this endorsement shall apply only as excess insurance over any other similar insurance available to such insured and applicable to such automobile as primary insurance, and this insurance shall then apply only in the amount by which the limit of liability for this coverage exceeds the applicable limit of liability of such other insurance.

Except as provided in the foregoing paragraph, if the insured has other similar insurance available to him and applicable to the accident, the damages shall be deemed not to exceed the higher of the applicable limits of liability of this insurance and such other insurance, and the company shall not be liable for a greater proportion of any loss to which this Coverage applies than the limit of liability hereunder bears to the sum of the applicable limits of liability of this insurance and such other insurance.

8. **Arbitration:** If any person making claim hereunder and the company do not agree that such person is legally entitled to recover damages from the owner or operator of an uninsured automobile because of bodily injury to the insured, or do not agree as to the amount of payment which may be owing under this endorsement, then, upon written demand of either, the matter or matters upon which such person and the company do not agree shall be settled by arbitration in accordance with the rules of the American Arbitration Association, and judgment upon the award rendered by the arbitrators may be entered in any court having jurisdiction thereof. Such person and the company each agree to consider itself bound and to be bound by any award made by the arbitrators pursuant to this endorsement.

9. **Trust Agreement:** In the event of payment to any person under this endorsement:

(a) the company shall be entitled to the extent of such payment to the proceeds of any settlement or judgment that may result from the exercise of any rights of recovery of such person against any person or organization legally responsible for the bodily injury because of which such payment is made;

(b) such person shall hold in trust for the benefit of the company a rights of recovery which he shall have against such other person or organization because of the damages which are the subject of claim made under this endorsement;

(c) such person shall do whatever is proper to secure and shall nothing after loss to prejudice such rights;

(d) if requested in writing by the company, such person shall is through any representative designated by the company, such action may be necessary or appropriate to recover such payment as damages from such other person or organization, such action to be taken in name of such person; in the event of a recovery, the company shall reimburse out of such recovery for expenses, costs and attorneys' incurred by it in connection therewith;

(e) such person shall execute and deliver to the company such instruments and papers as may be appropriate to secure the rights and obligations of such person and the company established by this provision.

10. **Payment of Loss by the Company:** Any amount due hereunder payable (a) to the insured, or (b) if the insured be a minor to his or guardian, or (c) if the insured be deceased to his surviving representative (d) to a person authorized by law to receive such payment to a person legally entitled to recover the damages which the person represents; provided, the company may at its option pay any due hereunder in accordance with division (d) hereof.

11. **Action Against Company:** No action shall lie against the company unless, as a condition precedent thereto, the insured or his representative has fully complied with all the terms of this endorsement.



## GREAT AMERICAN INSURANCE COMPANIES

ADMINISTRATIVE OFFICE: 580 WALNUT STREET  
CINCINNATI, OHIO 45202

(Each a capital stock corporation, herein called the company)

## SELECT LIABILITY POLICY

Agrees with the insured, named in the declarations made a part hereof, in consideration of the payment of the premium and subject to the limits of liability, exclusions, conditions and other terms of this policy:

### INSURING AGREEMENTS

I. **Coverage A — Bodily Injury Liability — Automobile.** To pay on behalf of the insured all sums which the insured shall become legally obligated to pay as damages because of bodily injury caused by an occurrence and arising out of the ownership, maintenance or use including loading and unloading of any automobile.

**Coverage B — Bodily Injury Liability — Except Automobile.** To pay on behalf of the insured all sums which the insured shall become legally obligated to pay as damages because of bodily injury caused by an occurrence.

**Coverage C — Property Damage Liability — Automobile.** To pay on behalf of the insured all sums which the insured shall become legally obligated to pay as damages because of property damage caused by an occurrence and arising out of the ownership, maintenance or use including loading and unloading of any automobile.

**Coverage D — Property Damage Liability — Except Automobile.** To pay on behalf of the insured all sums which the insured shall become legally obligated to pay as damages because of property damage caused by an occurrence.

#### II. Extensions of Coverage.

(a) **Host Liquor Liability.** Exclusion (I) contained in the policy with respect to the manufacturing, distributing, selling or serving alcoholic beverages, does not apply to bodily injury or property damage arising out of serving or giving of alcoholic beverages by or on behalf of the named insured provided the named insured is not a person or organization engaged in the business of manufacturing, distributing, selling or serving alcoholic beverages, or is not an owner or lessor of premises used for such purposes.

(b) **Incidental Malpractice Coverage.** The definition of "bodily injury" is amended to include injury arising out of the rendering of or failure to render professional services by any physician, dentist, or nurse while employed by the named insured to provide such services, subject to the following:

(1) With respect to injury to any employee of the insured arising out of and in the course of his employment by the named insured, coverage applies only to injury to the emotions or reputation of such employee.

(2) With respect to any person other than an employee described in (1) above, coverage applies to any injury sustained by such person.

(c) **Assault and Battery.** Under Coverage B — Bodily Injury Liability — Except Automobile, assault and battery shall be deemed an occurrence unless committed by or at the direction of the named insured.

(d) **Fire, Explosion and Smoke Liability Coverage — Real Property.** Property Damage Liability — Except Automobile applies to property damage to structures or portions thereof rented to or occupied by the named insured including fixtures permanently attached thereto, if such property damage arises out of Fire, Explosion, or Smoke, subject to the following additional provisions:

The Limit of Property Damage Liability — Except Automobile in the declarations of the policy as applicable to "each Occurrence" is, as respects this Fire, Explosion, or Smoke Legal Liability Coverage — Real Property, amended to read \$25,000 each occurrence.

With respect to the insurance afforded by Extension (d), all of the exclusions of the policy, other than the Nuclear Exclusion, are deleted and replaced by the following:

(1) This insurance does not apply to liability assumed by the insured under any contract or agreement.

(2) As respects coverage afforded by the explosion hazard, the insurance does not apply to loss by explosion of steam boilers, steam pipes, steam turbines or steam engines.

The following are not "explosions" within the intent or meaning of the explosion coverage:

- (i) electric arcing,
- (ii) rupture or bursting of rotating or moving parts of machinery caused by centrifugal force or mechanical breakdown,
- (iii) Water hammer,
- (iv) rupture or bursting of water pipes,
- (v) rupture or bursting due to expansion or swelling of the contents of any buildings or structures, caused by or resulting from water, or
- (vi) rupture, bursting, or operation of pressure relief devices.

As respects coverage afforded by the smoke hazard, smoke means only smoke due to a sudden, unusual and faulty operation of any heating or cooking unit, only when such unit is connected to a chimney by a smoke pipe or vent pipe, and while in or on the premises rented to or occupied by the named insured but not smoke from fireplaces or industrial apparatus.

(e) **Automatic Coverage — Newly acquired Entities (30 days).** The word, insured, shall include any entity which is acquired or formed after the effective date of this policy by any named insured and over which such named insured maintains ownership or financial control, provided this insurance does not apply to bodily injury or property damage with respect to which such a new insured under this policy is also an insured under any other liability or indemnity policy or would be an insured under any such policy but for exhaustion of its limits of liability. The insurance afforded hereby shall terminate 30 days from the date any such entity is acquired or formed by such named insured unless this policy is endorsed to include such new insured as a named insured effective as of the date of such acquisition or formation.

III. **Defense, Settlement.** The company shall have the right and duty to defend any suit against the insured seeking damages on account of such bodily injury or property damage, even if any of the allegations of the suit are groundless, false or fraudulent, and may make such investigation and settlement of any claim or suit as it deems expedient, but the company shall not be obligated to pay any claim or judgment or to defend any suit after the applicable limit of the company's liability has been exhausted by payment of judgments or settlements.

IV. **Supplementary Payments.** The company will pay, in addition to the applicable limit of liability:

(a) All expenses incurred by the company, all costs taxed against the insured in any suit defended by the company and all interest on the entire amount of any judgment therein which accrues after entry of the judgment and before the company has paid or tendered or deposited in court that part of the judgment which does not exceed the limit of the company's liability thereon;

(b) Premiums on appeal bonds required in any such suit, premiums on bonds to release attachments in any such suit for an amount not in excess of the applicable limit of liability of this policy, and the cost of bail bonds required of the insured because of accident, or traffic law violation arising out of the use of any vehicle to which this policy applies, not to exceed \$250 per bail bond, but the company shall have no obligation to apply for or furnish any such bonds;

(c) Expenses incurred by the insured for first aid to others at the time of an accident, for bodily injury to which this policy applies;

(d) Reasonable expenses incurred by the insured at the company's request in assisting the company in the investigation or defense of any claim or suit, including actual loss of earnings not to exceed \$50 per day.

## EXCLUSIONS

This policy does not apply:

(a) to liability assumed by the insured (i) under any Labor Union Contract or any other contract or agreement not in writing, but this sub-section (i) does not apply to a warranty to fitness or quality of the named insured's products or a warranty that work performed by or on behalf of the named insured will be done in a workmanlike manner; or (ii) if the insured or his indemnitee is an architect, engineer, or surveyor, for bodily injury or property damage arising out of the rendering of or the failure to render professional services by such insured or indemnitee, including (1) the preparation or approval of maps, plans, opinions, reports, surveys, designs or specifications and (2) supervisory, inspection or engineering services;

(b) to any obligation for which the insured or any carrier as his insurer may be held liable under workmen's compensation, unemployment compensation or disability benefits law, or under any similar law;

(c) to bodily injury to any employee of the insured arising out of and in the course of his employment by the insured or to any obligation of the insured to indemnify another because of damages arising out of such injury; but this exclusion does not apply (1) to any such injury arising out of and in the course of domestic employment by the insured unless benefits therefor are in whole or in part either payable or required to be provided under any Workmen's Compensation law, or (2) to liability assumed by the insured under a written contract other than an agreement between the insured and any employee or his representative;

(d) under Coverages B and D to bodily injury or property damage arising out of the ownership, maintenance, operation, use, loading or unloading of:

- (1) any automobile or aircraft owned or operated by or rented or loaned to any insured, or
- (2) any other automobile or aircraft operated by any person in the course of his employment by any insured but parts (1) and (2) of this exclusion do not apply to the parking of an automobile on premises owned by, rented to or controlled by the named insured or the ways immediately adjoining, if such automobile is not owned by or rented or loaned to any insured, or
- (3) any mobile equipment while being used in any prearranged or organized racing, speed or demolition contest or in any stunting activity or in practice or preparation for any such contest or activity, or
- (4) the operation or use of any snowmobile or trailer designed for use therewith;

(e) under Coverage C, to property damage to (1) property owned or being transported by the insured, or (2) property rented to or in the care, custody or control of the insured, or as to which the insured is for any purpose exercising physical control, other than property damage to a residence or private garage by a private passenger automobile covered by this policy;

(f) under Coverage D, (1) to property damage to property owned or occupied by or rented to the insured, or except with respect to the use of elevators, to property held by the insured for sale or entrusted to the insured for storage or safekeeping, (2) except with respect to liability under a written sidetrack agreement or the use of elevators, to property damage to (i) property while on premises owned by or rented to the insured for the purpose of having operations performed on such property by or on behalf of the insured, provided, however, that this section (i) shall not apply to property damage to such property not exceeding \$5,000 per occurrence subject to a deductible of \$100 per occurrence, (ii) tools or equipment while being used by the insured in performing his operations, (iii) property in the custody of the insured which is to be installed, erected or used in construction by the insured,

(iv) that particular part of any property, not on premises owned by or rented to the insured (a) upon which operations are being performed by or on behalf of the insured at the time of the property damage arising out of such operations, (b) out of which any property damage arises, (c) the restoration, repair or replacement of which has been made or is necessary by reason of faulty workmanship thereon by or on behalf of the insured, or (3) with respect to the completed operations hazard, to property damage to work performed by the named insured arising out of the work or any portion thereof, or out of materials, parts or equipment furnished in connection therewith;

(g) under Coverage D, to property damage to premises alienated by the named insured arising out of such premises or any part thereof;

(h) under Coverage D, to property damage to the named insured's products arising out of such products or any part of such products;

(i) under Coverage D, to property damage to work performed by or on behalf of the named insured arising out of the work or any portion thereof, or out of materials, parts or equipment furnished in connection therewith;

(j) to bodily injury or property damage due to war, whether or not declared, civil war, insurrection, rebellion or revolution, or to any act or condition incident to any of the foregoing with respect to (1) liability assumed by the insured under any contract or agreement, or (2) expenses for first aid under Insuring Agreement IV, Supplementary Payments;

(k) under Coverage D, to loss of use of tangible property which has not been physically injured or destroyed resulting from (1) a delay in or lack of performance by or on behalf of the named insured of any contract or agreement, or (2) the failure of the named insured's products or work performed by or on behalf of the named insured to meet the level of performance, quality, fitness or durability warranted or represented by the named insured, but this exclusion does not apply to loss of use of other tangible property resulting from the sudden accidental physical injury to or destruction of the named insured's products or work performed by or on behalf of the named insured after such products or work have been put to use by any person or organization other than an insured;

(l) under Coverages B and D, to bodily injury or property damage for which the insured or his indemnitee may be held liable

- (1) as a person or organization engaged in the business of manufacturing, distributing, selling or serving alcoholic beverages, or
- (2) if not so engaged, as an owner or lessor of premises used for such purposes, if such liability is imposed
  - (i) by, or because of the violation of, any statute ordinance or regulation pertaining to the sale, gift, distribution or use of any alcoholic beverage, or
  - (ii) by reason of the selling, serving or giving of any alcoholic beverage to a minor or to a person under the influence of alcohol or which causes or contributes to the intoxication of any person;

but part (ii) of this exclusion does not apply with respect to liability of the insured or his indemnitee as an owner or lessor described in (2) above;

(m) under Coverages B and D, to bodily injury or property damage arising out of and in the course of the transportation of mobile equipment by an automobile owned or operated by or rented or loaned to any insured;



(n) under Coverages B and D, to damages claimed for the withdrawal, inspection, repair, replacement, or loss of use of the named insured's products or work completed by or for the named insured or if any property of which such products or work form a part, if such products, work or property are withdrawn from the market or from use because of any known or suggested defect or deficiency therein;

(o) under any liability coverage to bodily injury or property

damage arising out of the discharge, dispersal, release or escape of smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, liquids or gases, waste materials or other irritants, contaminants or pollutants into or upon land, the atmosphere or any water course or body of water; but this exclusion does not apply (a) if such discharge, dispersal, release or escape is sudden and accidental, or (b) in any case under Coverages A and C to the additional coverage afforded any individual by an Individual Named Insured or Family Automobile Endorsement.

## DEFINITIONS

(a) "Automobile" means a land motor vehicle, trailer or semi-trailer designed for travel on public roads, (including any machinery or apparatus attached thereto) but does not include mobile equipment:

- (1) **Owned Automobile** means an automobile owned by or leased under contract for one year or more to the named insured.
- (2) **Hired Automobile** means an automobile not owned by the named insured which is used under contract in behalf of, or loaned to, the named insured provided such automobile is not owned by, leased under contract for one year or more, or registered in the name of (a) a partner or executive officer of the named insured, or (b) an employee or agent of the named insured who is granted an operating allowance of any sort for the use of such automobile.
- (3) **Non-Owned Automobile** means an automobile which is neither an owned automobile nor a hired automobile.
- (4) **Private Passenger Automobile** means a four wheel private passenger or station wagon type automobile.
- (5) **Two or More Automobiles.** The terms of this policy apply separately to each automobile insured hereunder, but a motor vehicle and a trailer or trailers attached thereto shall be held to be one automobile as respects limits of liability.
- (6) **Automobile Business** means the business or occupation of selling, repairing, servicing, storing, or parking automobiles.

(b) "Bodily Injury" means bodily injury, sickness or disease sustained by any person which occurs during the policy period, including death at any time resulting therefrom;

(c) "Products Hazard" includes bodily injury and property damage arising out of the named insured's products or reliance upon a representation or warranty made at any time with respect thereto, but only if the bodily injury or property damage occurs away from premises owned by or rented to the named insured and after physical possession of such products has been relinquished to others.

(d) "Named Insured's Products" means goods or products manufactured, sold, handled or distributed by the named insured or by others trading under his name, including any container thereof (other than a vehicle), but "named insured's products" shall not include a vending machine or any property other than such container, rented to or located for use of others but not sold.

(e) "Completed Operations Hazard" includes bodily injury and property damage arising out of operations or reliance upon a representation or warranty made at any time with respect thereto, but only if the bodily injury or property damage occurs after such operations have been completed or abandoned and occurs away from premises owned by or rented to the named insured. "Operations" include materials, parts or equipment furnished in connection therewith. Operations shall be deemed completed at the earliest of the following times:

- (1) When all operations to be performed by or on behalf of the named insured under the contract have been completed,
- (2) When all operations to be performed by or on behalf of the named insured at the site of the operations have been completed, or

- (3) When the portion of the work out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as part of the same project.

Operations which may require further service or maintenance work, or correction, repair or replacement because of any defect or deficiency, but which are otherwise complete shall be deemed completed.

The completed operations hazard does not include bodily injury or property damage arising out of:

- (i) operations in connection with the transportation of property, unless the bodily injury or property damage arises out of a condition in or on a vehicle created by the loading or unloading thereof, or
- (ii) the existence of tools, uninstalled equipment or abandoned or unused materials.

(f) "Insured" means the named insured and:

- (1) if the named insured is an individual, the spouse of such named insured if a resident of the same household;
- (2) if the named insured is a partnership, any partner and the spouse of such partner if a resident of the same household;
- (3) if the named insured is a corporation, any executive officer and the spouse of such executive officer if a resident of the same household;
- (4) if the named insured is a corporation, any director or stockholder thereof while acting within the scope of his duties as such;
- (5) if the named insured is a joint venture, any member and the spouse of such member if a resident of the same household;
- (6) any person (other than an employee of the named insured) or organization while acting as real estate manager for the named insured;
- (7) with respect to animals and watercraft owned by any insured, any person or organization legally responsible therefor, except a person using or having custody of any such animal or watercraft without the permission of the owner;
- (8) any other person while using an owned automobile or a hired automobile with the permission of the named insured, provided his actual operations or (if he is not operating) his other actual use thereof is within the scope of such permission, but with respect to bodily injury or property damage arising out of the loading or unloading thereof, such other person shall be an insured only if he is:
  - (a) a lessee or borrower of the automobile, or
  - (b) an employee of the named insured or of such lessee or borrower;
- (9) any other person or organization but only with respect to his or its liability because of acts or omissions of an insured under (1), (2), (3), (4), (5), (6), (7), or (8) above;
- (10) with respect to the operation, for the purpose of locomotion upon a public highway, of mobile equipment registered under any motor vehicle registration law,
  - (a) an employee of the named insured while operating any such equipment in the course of his employment, and

(b) any other person while operating with the permission of the named insured any such equipment registered in the name of the named insured and any person or organization legally responsible for such operation, but only if there is no other valid and collectible insurance available, either on a primary or excess basis, to such person or organization; provided that no person or organization shall be an insured under this paragraph (10) with respect to:

- (i) bodily injury to any fellow employee of such person injured in the course of his employment, or
- (ii) property damage to property owned by, rented to, in charge of or occupied by the named insured or the employer of any person described in subparagraph (b).

Such insurance as is afforded with respect to any person or organization other than the named insured does not apply to:

- (a) any person while engaged in the business of his employer with respect to bodily injury to any fellow employee of such person injured in the course of his employment;
- (b) the owner or lessee (of whom the named insured is a sub-lessee) of a hired automobile or the owner of a non-owned automobile, or any agent or employee of any such owner or lessee;
- (c) any person while employed in or otherwise engaged in duties in connection with an automobile business, other than an automobile business operated by the named insured.

(g) "Occurrence" means an accident, including continuous or repeated exposure to conditions, which results during the policy period

in bodily injury or property damage neither expected nor intended from the standpoint of the insured. For the purpose of determining the limit of the company's liability, all bodily injury and property damage arising out of continuous or repeated exposure to substantially the same general conditions shall be considered as arising out of one occurrence.

(h) "Property Damage" means (1) physical injury to or destruction of tangible property which occurs during the policy period including the loss of use thereof at any time resulting therefrom, or (2) loss of use of tangible property which has not been physically injured or destroyed provided such loss of use is caused by an occurrence during the policy period.

(i) "Elevator" means any hoisting or lowering device to connect floors or landings, whether or not in service and all appliances thereof including any car, platform, shaft, hoistway, stairway, runway, power equipment and machinery; but does not include an automobile servicing hoist, or a hoist without a platform outside a building if without mechanical power or if not attached to building walls, or a hod or material hoist used in alteration, construction or demolition operations, or an inclined conveyor used exclusively for carrying property and having a compartment height not exceeding four feet.

(j) "Mobile Equipment" means a land vehicle (including any machinery or apparatus attached thereto), whether or not self-propelled, (1) not subject to motor vehicle registration, or (2) maintained for use exclusively on premises owned by or rented to the named insured, including the ways immediately adjoining, or (3) designed for use principally off public roads, or (4) designed or maintained for the sole purpose of affording mobility to equipment of the following types forming an integral part of or permanently attached to such vehicle: power cranes, shovels, loaders, diggers and drills; concrete mixers (other than the mix-in-transit type); graders, scrapers, rollers and other road construction or repair equipment; air-compressors, pumps and generators, including spraying, welding, and building cleaning equipment; and geophysical exploration and well servicing equipment. Mobile equipment shall include unregistered automobiles on premises owned by, rented to or controlled by the named insured including the ways immediately adjoining.

## CONDITIONS

(Unless otherwise noted, the conditions apply to all coverages)

1. Limits of Liability. Entry in the declarations of dollar amount of limits of liability shall designate the limits plan applicable.

### (a) Multiple Limits Plan

(i) Limits of Liability, Each Person - Coverage A: The limit of bodily injury liability stated in the declarations as applicable to "each person" is the limit of the company's liability for all damages, including damages for care and loss of services, because of bodily injury sustained by any one person as the result of any one occurrence.

(ii) Limits of Liability, Each Occurrence - Coverages A, B, C, and D: Subject to provisions respecting limits of liability for "each person" in paragraph (i) above, the limits of liability expressed in the declaration as applicable to "each occurrence" is the total limit of the company's liability combined for all damages sustained by one or more persons, including under coverages A and B damages for care and loss of services, as a result of any one occurrence.

(iii) Limits of Liability, Aggregate - Coverages B and D: Subject to the provisions respecting "each occurrence" in paragraph (ii) above, the total liability of the company for all damages arising out of Coverages B and D which occur during each succeeding annual period while this policy is in force, the first annual period to commence with the effective date of this policy, and which are described in any of the numbered subparagraphs below shall not exceed the limit of liability stated in the declarations as "aggregate":

- (1) "Aggregate Operations" - All property damage arising out of premises or operations rated on a remuneration basis or contractor's equipment rated on a receipts basis, but excluding property damage included in (2) below;
- (2) "Aggregate Protective" - All property damage arising out of and occurring in the course of operations performed for the named insured by independent contractors and general supervision thereof by the named insured, but this subparagraph (2) does not include property damage arising out of maintenance or repairs at premises owned by or rented to the named insured or structural

alterations at such premises which do not involve changing size of or moving buildings or other structures;

- (3) "Aggregate Products and Completed Operations" - All bodily injury and property damage included within the completed operations hazard and all bodily injury and property damage included within the products hazard;
- (4) "Aggregate Contractual" - All property damage for which liability is assumed by the named insured under contracts covered by this policy.

Such aggregate limit shall apply separately:

- (a) to the property damage described in subparagraph (1) and (2) and separately with respect to each project away from premises owned by or rented to the named insured;
- (b) to the sum of damages for all bodily injury and property damage described in subparagraph (3); and
- (c) to the property damage described in subparagraph (4) and separately with respect to each project away from premises owned or rented to the named insured.

### (b) Single Limit Plan

(i) Limits of Liability, Each Occurrence - Coverages A, B, C, and D: The limits of liability expressed in the declarations as applicable to "each occurrence" is the total limit of the company's liability combined for all damages, including under coverages A and B damages for care and loss of services, as a result of any one occurrence.

(ii) Limits of Liability, Aggregate - Coverages B and D: Subject to the provisions respecting "each occurrence" in paragraph (i) above, the total liability of the company for all damages arising out of Coverages B and D which occur during each succeeding annual period while this policy is in force, the first annual period to commence with the effective date of this policy, and which are described in any of the numbered subparagraphs below shall not exceed the limit of liability stated in the declarations as "aggregate":



- (1) All property damage arising out of premises or operations rated on a remuneration basis or contractor's equipment on a receipts basis, but excluding property damage included in subparagraph (2) below;
- (2) All property damage arising out of and occurring in the course of operations performed for the named insured by independent contractors and general supervision thereof by the named insured, but this subparagraph (2) does not include property damage arising out of maintenance or repairs at premises owned by or rented to the named insured or structural alterations at such premises which do not involve changing size of or moving buildings or other structures;
- (3) All bodily injury and property damage included within the completed operations hazard and all bodily injury and property damage included within the products hazard;
- (4) All property damage for which liability is assumed by the named insured under contracts covered by this policy.

Such aggregate limits shall apply separately:

- (a) to the property damage described in subparagraphs (1) and (2) and separately with respect to each project away from premises owned by or rented to the named insured;
- (b) to the sum of damages for all bodily injury and property damage described in subparagraph (3); and
- (c) to the property damage described in subparagraph (4) and separately with respect to each project away from premises owned by or rented to the named insured.

2. **Policy Period, Territory.** This policy applies to occurrences taking place anywhere during the policy period; provided, however, that (1) resulting claims are asserted within the United States of America, its possessions or in Canada, and (2) it shall apply to suits and judgments for damages resulting therefrom only if suit is commenced in a court in the United States of America, its possessions or in Canada.

3. **Inspection and Audit.** The Company shall be permitted but not obligated to inspect the named insured's property and operations at any time. Neither the company's right to make inspections nor the making thereof nor any report thereon shall constitute an undertaking, on behalf of or for the benefit of the named insured or others, to determine or warrant that such property or operations are safe or healthful, or are in compliance with any law, rule or regulation. The company may examine and audit the named insured's books and records at any time during the policy period and extensions thereof and within one year after the final termination of the policy, as far as they relate to the subject matter of this insurance.

4. **Severability of Interests.** The term "the insured" is used severally and not collectively. The insurance afforded applies separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the company's liability.

5. **Insured's Duties in the Event of Occurrence, Claim or Suit.**

- (a) In the event of an occurrence, written notice containing particulars sufficient to identify the insured and also reasonably obtainable information with respect to the time, place and circumstances thereof, and the names and addresses of the injured, and of available witnesses, shall be given by or for the insured to the company or any of its authorized agents as soon as practicable. Knowledge of an occurrence by any agent or employee of the insured shall not constitute knowledge by the insured unless the insured individual, a partner of the insured partnership, an executive officer of the insured corporation or a member of the insured joint venture shall have received notice of such occurrence from such agent or employee.
- (b) If claim is made or suit is brought against the insured, the insured shall immediately forward to the company every demand, notice, summons or other process received by him or his representative.
- (c) The insured shall cooperate with the company and, upon the company's request, assist in making settlements, in the conduct of suits and in enforcing any right of contribution or indemnity against any person or organization who may be liable to the insured because of injury or damage with respect to which insurance is afforded under this policy; and the insured shall attend hearings and trials and assist in securing and giving evidence and obtaining the attendance of witnesses. The insured shall not, except at his own cost, voluntarily make

any payment, assume any obligation or incur any expense other than for first aid to others at the time of accident.

6. **Action Against Company.** No action shall lie against the company unless, as a condition precedent thereto, there shall have been full compliance with all the terms of this policy, nor until the amount of the insured's obligation to pay shall have been finally determined either by judgment against the insured after actual trial or by written agreement of the insured, the claimant and the company. Any person or organization or the legal representative thereof who has secured such judgment or written agreement shall thereafter be entitled to recover under this policy to the extent of the insurance afforded by this policy. No person or organization shall have any right under this policy to join the company as a party to any action against the insured to determine the insured's liability; nor shall the company be impleaded by the insured or his legal representative. Bankruptcy or insolvency of the insured or of the insured's estate shall not relieve the company of any of its obligations hereunder.

7. **Subrogation.** In the event of any payment under this policy, the company shall be subrogated to all the insured's rights of recovery therefor against any person or organization and the insured shall execute and deliver instruments and papers and do whatever else is necessary to secure such rights. The insured shall do nothing after loss to prejudice such rights.

8. **Cancellation.** This policy may be cancelled by the named insured by surrender thereof to the company or any of its authorized agents or by mailing to the company written notice stating when thereafter the cancellation shall be effective. This policy may be cancelled by the company by mailing to the named insured at the address shown in this policy written notice stating when not less than thirty days thereafter such cancellation shall be effective. The mailing of notice as aforesaid shall be sufficient proof of notice. The time of the surrender or the effective date and hour of cancellation stated in the notice shall become the end of the policy period. Delivery of such written notice either by the named insured or by the company shall be equivalent to mailing.

If the named insured cancels, earned premium shall be computed in accordance with the customary short rate table and procedure. If the company cancels, earned premium shall be computed pro rata. Premium adjustment may be made either at the time cancellation is effected or as soon as practicable thereafter, but payment or tender of unearned premium is not a condition of cancellation.

9. **Assignment.** Assignment of interest under this policy shall not bind the company until its consent is endorsed hereon; if, however, the named insured shall die, such insurance as is afforded by this policy shall apply (1) to the named insured's legal representative, as the named insured, but only while acting within the scope of his duties as such, and (2) with respect to the property of the named insured, including any owned automobile or hired automobiles, to the person having proper temporary custody thereof, as insured, but only until the appointment and qualification of the legal representative; provided that notice of cancellation addressed to the insured named in the declarations and mailed to the address shown in this policy shall be sufficient notice to effect cancellation of this policy.

10. **Changes.** Notice to any agent or knowledge possessed by any agent or by any other person shall not effect a waiver or a change in any part of this policy or estop the company from asserting any right under the terms of this policy; nor shall the terms of this policy be waived or changed, except by endorsement issued to form a part of this policy.

11. **Other Insurance.** The insurance afforded by this policy is primary insurance; except:

- (a) when stated to apply otherwise in this policy, or any supplement or endorsement;
- (b) with respect to (1) insured watercraft, or (2) Hired or Non-Owned Automobiles, it shall be excess over any other valid and collectible insurance available to the insured. When this insurance is primary and the insured has other insurance which is stated to be applicable to the loss on an excess or contingent basis, the amount of the company's liability under this policy shall not be reduced by the existence of such other insurance. When both this insurance and other insurance apply to the loss on the same basis, the company shall not be liable under this policy for a greater proportion of the loss than that stated in the applicable contribution provision below:



- (a) Contribution by Equal Shares. If all of such other valid and collectible insurance provides for contribution by equal shares the company shall not be liable for a greater proportion of such loss than would be payable if each insurer contributes an equal share until the share of each insurer equals the lowest applicable limit of liability under any one policy or the full amount of the loss is paid, and with respect to any amount of loss not so paid the remaining insurers then continue to contribute equal shares of the remaining amount of the loss until each such insurer has paid its limit in full or the full amount of the loss is paid.
- (b) Contribution by Limits. If any of such other insurance does not provide for contribution by equal shares, the company shall not be liable for a greater proportion of such loss than the applicable limit of liability under this policy for such loss bears to the total applicable limit of liability of all valid and collectible insurance against such loss.

12. **Three Year Policy.** A policy period of three years is comprised of three consecutive annual periods. Rates are subject to amendment for the second and third annual periods in accordance with the company's rules and rating plans, but this procedure does not apply to the premium for Coverages B and D if paid in advance at inception of the policy. Computation and adjustment of rates and earned premium shall be made at the end of each annual period. Aggregate limits of liability as stated in this policy shall apply separately to each annual period.

13. **Financial Responsibility Laws** — When this policy is certified as proof of financial responsibility for the future under the provisions of any motor vehicle financial responsibility law, such insurance as is afforded by this policy for bodily injury liability or for property damage liability shall comply with the provisions of such law to the extent of the coverage and limits of liability required by such law. The insured agrees to reimburse the company for any payment made by the company which it would not have been obligated to make under the terms of this policy except for the agreement contained in this paragraph.

14. **Liberalization Clause.** If while this policy is in force, or within 45 days prior to the inception date thereof, there be adopted and published for use by this company any forms, endorsements or rules by which this insurance could be extended or broadened without additional premium charge, then, as to loss occurring during the policy period and after the effective date of such adoption and publication, such extended or broadened insurance shall inure to the benefit of the insured hereunder as though such endorsement or substitution of forms had been made.

15. **Nuclear Exclusion.** This policy does not apply:

- I. Under any Liability Coverage, to bodily injury or property damage
  - (a) with respect to which an insured under the policy is also an insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters or Nuclear Insurance Association of Canada, or would be an insured under any such policy but for its termination upon exhaustion of its limit of liability; or
  - (b) resulting from the hazardous properties of nuclear material and with respect to which (1) any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or (2) the insured is, or had this policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization.
- II. Under any Medical Payments Coverage, or under any Supplementary Payments provision relating to first aid, to expenses incurred with respect to bodily injury resulting from the hazardous properties of nuclear material and arising out of the operation of a nuclear facility by any person or organization.

III. Under any Liability Coverage, to bodily injury or property damage resulting from the hazardous properties of nuclear material, if

- (a) the nuclear material (1) is at any nuclear facility owned by, or operated by or on behalf of, an insured, or (2) has been discharged or dispersed therefrom;
- (b) the nuclear material is contained in spent fuel or waste at any time possessed, handled, used, processed, stored, transported or disposed of by or on behalf of an insured; or
- (c) the bodily injury or property damage arises out of the furnishing by an insured of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any nuclear facility; but if such facility is located within the United States of America, its territories or possessions, or Canada, this exclusion (c) applies only to property damage to such nuclear facility and any property thereat.

IV. As used herein:

"hazardous properties" include radioactive, toxic or explosive properties;

~~"nuclear material" means source material, special nuclear material or byproduct material;~~

"source material", "special nuclear material", and "byproduct material" have the meanings given them in the Atomic Energy Act of 1954 or in any law amendatory thereof;

"spent fuel" means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a nuclear reactor;

"waste" means any waste material (1) containing byproduct material and (2) resulting from the operation by any person or organization of any nuclear facility included within the definition of nuclear facility under paragraph (a) or (b) thereof;

"nuclear facility" means

- (a) any nuclear reactor;
- (b) any equipment or device designated or used for (1) separating the isotopes of uranium or plutonium, (2) processing or utilizing spent fuel, or (3) handling, processing or packaging waste;
- (c) any equipment or device used for the processing, fabricating or alloying of special nuclear material if at any time the total amount of such material in the custody of the insured at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235;
- (d) any structure, basin, excavation, premises, or place prepared or used for the storage or disposal of waste, and includes the site on which any of the foregoing is located, all operations conducted on such site, and all premises used for such operations;

"nuclear reactor" means any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable material;

"property damage" includes all forms of radioactive contamination of property.

NEW YORK — It is agreed that the provisions of the "Nuclear Energy Liability Exclusion Endorsement — Broad Form", printed above, do not apply in New York with respect to any Automobile Bodily Injury Liability and Automobile Property Damage Liability coverage afforded by this policy.

16. Premium. The advance premium stated in the declarations is an estimated premium only. Upon termination of this policy, the earned premium shall be computed in accordance with the company's rules, rates, rating plans, premiums, and minimum premiums applicable to this insurance. If the earned premium thus computed exceeds the estimated advance premium paid, the named insured shall pay the excess to the company; if less, the company shall return to the named insured the unearned portion paid by such insured. The named insured

shall maintain records of such information as is necessary for premium computation, and shall send copies of such records to the company at the end of the policy period and at such times during the policy period as the company may direct.

17. Conformity with Statute. The terms of this policy and forms attached hereto which are in conflict with the statutes of the state wherein this policy is issued are hereby amended to conform to such statutes.

IN WITNESS WHEREOF, the company has caused this policy to be signed by its president and secretary, but this policy shall not be valid unless completed by the attachment hereto of a Declarations page countersigned by a duly authorized agent of the company.

*HR Bily*  
Secretary

*John Z.*  
President

OF COUNSEL:  
ROBERT C. MONT  
JOHN P. MACINTOSH  
MICHAEL ALLEN  
LOS ANGELES, CA

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March 20, 2003

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BY FACSIMILE ONLY (415) 955-2599

Paul J. Killion  
Hancock Rother & Bushoff LLP  
4 Embarcadero Center  
San Francisco, CA 94111-4168

Re:	Insured:	Angeles Chemical Company, Inc and John Locke
	Site:	8915 Sorenson Avenue
	Location:	Santa Fe Springs, CA
	Policies:	SLP9451357 et al.
	Case:	McKesson vs. Angeles Chemical Company

Dear Mr. Killion:

We are still awaiting a response to my letter to you of January 28, 2003. To date, it is my understanding that you have also failed to respond to the letters from Fireman's Fund's counsel, Sherry Pantages. We respond to your March 18, 2003 letter as follows:

- 1.) **First heard of demand or mediation:** Your statement is incorrect. You have been previously advised, in writing, regarding the nature and extent of McKesson's damage claims.
- 2.) **Reasons for the Mediation:** The mediation was requested by Fireman's Fund some time ago. In the interim, McKesson selected new counsel that caused some delay in setting the mediation date. Accordingly, we notified you as soon as the mediation date was set.
- 3.) **Most recent demands:** McKesson stated a damage claim in excess of \$20 million dollars against your insured in their FRCP Rule 26 statement of damages. A copy of their response was previously provided to you, but we have attached an additional copy for your records. In recent interrogatory responses seeking information regarding their damage claims against the insured, McKesson referred to their statement of damages in their FRCP Rule 26 disclosure.



Claims Representative

March 20, 2003

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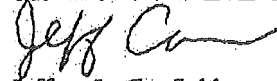
- 3.) **Assessment of McKesson's damage claims:** There is evidence that suggests that McKesson had releases of contaminants on their own property that may have caused a substantial portion of the contamination for which they are seeking damages. However, the cover letter to the 1993 Imminent and Substantial Endangerment Order, Docket No. I&S/E 92/93-012, issued to your insured, concludes that one of the basis for the issuance of the Order is that Angeles is leaking onto McKesson. As you have previously represented that you have reviewed the entire Angeles and McKesson file, you undoubtedly are in possession of the cover letter to the Order. Our experts are currently in the process of finalizing the modeling for the subsurface contamination to be used during the mediation. Preliminary analysis of the data suggests that there may be as many as four different confined and unconfined aquifers within the first 100 feet below the surface. Each of the different aquifers has potentially different gradients with the potential for cross-contamination between the aquifers. Furthermore, the vapor contamination underlying the Site has the potential, and according to McKesson's vapor modeling submitted to the DTSC did to cause cross-site contamination. As previously discussed, the recent characterization work on the Angeles property reveals vertical and lateral contamination from the railroad spur on the north side of the Angeles property, where the railroad cars that stored the chlorinated solvents were parked. Thus, evidence does exist which suggests that releases from the insured's property may have contaminated the McKesson property. We are obviously taking the position with McKesson that no contamination from Angeles impacted the McKesson property and that conversely, McKesson actually contaminated Angeles. Accordingly, any contamination flowing back to McKesson in the deeper aquifers, we contend, is McKesson's own contamination flowing back onto their property. Therefore, the underlying case is extremely technically complex. Both sides are supposed to make a technical presentation at the outset of the mediation, so that both parties can assess the opposing sides' theory of the case and evaluate the damage claims accordingly.
- 4.) **Insurance:** We have previously supplied you with a list of all insurance policies we have been able to locate. However, please find attached a copy of our latest updated list. All of the insurance policies comprise approximately 1,500 pages and are located in a 3 binder set in our offices. Please feel free to come to our offices and review the binders. If you wish to have a copy of the binders, we will send them to an outside vendor to be copied and bill you for the copying charges.
- 5.) **Logistical Details for the Mediation:** Please find attached a letter from John Edgecomb, counsel for McKesson, setting forth the logistical details.
- 6.) **Evaluation of Angeles defense obligation under the Great American Insurance Policies:** Please provide us with a copy of all records that you have reviewed, retrieved or otherwise relate to Angeles or your evaluation of McKesson's damage claims.

Claims Representative  
March 20, 2003  
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I look forward to hearing the prompt acceptance of the tender of defense. If you have any questions, please feel free to contact the undersigned at the office or at (619) 714-3031.

Sincerely,

TRUTANICH • MICHEL, LP



Jeffery L. Caufield

JLC/hv

**Greve Financial Serv. v. McKesson  
Angeles Chemical Company, Insurance Policies**

TAB	CARRIERS	POLICY NUMBER	POLICY DATES	EVIDENCE
A1	Admiral Insurance Company	A87CX07493		X
A2	American Empire Surplus Lines Insurance Company	8CU00040	01-01-1978 to 01-01-1979	X
A3	American Empire Surplus Lines Insurance Company	9CU00061	01-01-1979 to 01-01-1980	X
A4	American Empire Surplus Lines Insurance Company	0CU00681	01-01-1980 to 01-01-1981	X
A5	American Empire Surplus Lines Insurance Company	1CU02174	01-01-1981 to 01-01-1982	X
A6	American Empire Surplus Lines Insurance Company	2CU03009	01-01-1982 to 01-01-1983	X
A7	CIGNA	ICX 020481		X
A8	Fidelity & Deposit of Maryland	96-30151243	01-01-1995 to 01-01-1998	X
A8	Fidelity & Deposit of Maryland	CCP9296282		X
A10	Fireman's Fund	LC 2648139	01-01-1978 to 01-01-1978	X
A11	Fireman's Fund	LA 2679396	01-01-1979 to 01-01-1982	X
A12	Fireman's Fund	LA 3100753	01-01-1982 to 01-01-1985	X
A13	Fireman's Fund	2 49 MXX 80004633	01-01-1984 to 01-01-1987	X
A14	Fireman's Fund	2 49 MXC 5504656	01-01-1985 to 01-01-1986	X
A15	Fireman's Fund	2 49 MXC 80006534	01-01-1986 to 01-01-1987	X
A16	Fireman's Fund	2 49 MXX 80204558	01-01-1987 to 01-01-1988	X
A17	Fireman's Fund	2 49 MXC 80041274	01-01-1987 to 01-01-1988	X
A18	Fireman's Fund	2 49 MXC 80096818	01-01-1988 to 01-01-1989	X
A19	Fireman's Fund	2 49 MXX 80272151	01-01-1988 to 01-01-1989	X
A20	Great American Surplus Lines Ins. Co.	8 CU 0 00 40	03-18-1978 to 01-01-1979	X
A21	Great American Surplus Lines Ins. Co.	9 CU 0 06 81	01-01-1979 to 01-01-1980	X
A22	Great American Surplus Lines Ins. Co.	0 CU 0 06 61	01-01-1980 to 01-01-1981	X
A23	Great American Surplus Lines Ins. Co.	0 CU 0 00 40	01-01-1980 to 01-01-1981	unavailable
A24	Great American Surplus Lines Ins. Co.	1 CU 0 21 74	01-01-1981 to 01-01-1982	X
A25	Great American Surplus Lines Ins. Co.	2 CU 0 30 09	01-01-1982 to 01-01-1983	X
B1	Hanover Insurance	LHZ5019793-00	01-01-1997 to 01-01-1998	X
B2	Hanover Insurance	LHZ5019793-01	01-01-1998 to 01-01-1999	X
B3	Hanover Insurance	LHZ5019793-03		X
B4	Hanover Insurance	ADZ50119794-00	01-01-1997 to 01-01-1998	X
B5	Hanover Insurance	ADZ50119794-01	01-01-1998 to 01-01-1999	X
B6	Hanover Insurance	ADZ50119794-02	01-01-1999 to 01-01-2000	X
B7	Hanover Insurance	ADZ50119794-03	01-01-2000 to 01-01-2001	X
B8	Hanover Insurance	ZO41174903	01-01-1998 to 01-01-1999	unavailable
B9	Hanover Insurance	ZHZ5587651-00	01-01-1999 to 01-01-2000	X

Updated: 12/10/2002

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Prepared by Trutanich Michel, LLP



**Gravo Financial Serv. v. McKesson  
Angeles Chemical Company, Insurance Policies**

B9	Hanover Insurance	ZHZ5587651-01	01-01-2000 to 01-01-2001	X
B10	Harbor Insurance Company	HI 211586	01-01-1985 to 01-01-1986	X
B11	Hartford	TXU 106103	01-01-1983 to 01-01-1984	X
B12	Industrial Indemnity	AS 8 81 91 23	01-01-1987 to 01-01-1988	X
B13	North Star Reinsurance Corporation	NSX-19951	06-02-1980 to 01-01-1981	X
B14	Planet Insurance Company	NKA125868604	01-01-1993 to 01-01-1994	X
B15	Planet Insurance Company	NKA125868605	01-01-1994 to 01-01-1995	X
B16	Planet Insurance Company	NG1259217-89	01-01-1989 to 01-01-1990	X
B17	Planet Insurance/Reliance National Indemnity Company	NKA125868689	01-01-1989 to 01-01-1990	X
B18	Planet Insurance/Reliance National Indemnity Company	NKA125868601	01-01-1990 to 01-01-1991	X
B19	Planet Insurance/Reliance National Indemnity Company	NKA125868602	01-01-1991 to 01-01-1992	X
B20	Planet Insurance/Reliance National Indemnity Company	NKA125868603	01-01-1992 to 01-01-1993	X
B20	Planet Insurance/Reliance National Indemnity Company	NKA125868604	01-01-1993 to 01-01-1994	X
B20	Planet Insurance/Reliance National Indemnity Company	NKA125868605	01-01-1994 to 01-01-1995	X
B21	Planet Insurance/Reliance National Indemnity Company	NKA125868606	01-01-1995 to 01-01-1996	X
B22	Planet Insurance/Reliance National Indemnity Company	NKA125868607	01-01-1996 to 01-01-1997	X
B23	Planet Insurance/Reliance National Indemnity Company	NGB 1677832-00		X
B24	Planet Insurance/Reliance National Indemnity Company	NGB 1677832-01	01-01-1991 to 01-01-1992	X
B25	Planet Insurance/Reliance National Indemnity Company	NGB 1677832-02	01-01-1992 to 01-01-1993	X
C1	Planet Insurance/Reliance National Indemnity Company	NGB 1677832-03	01-01-1993 to 01-01-1994	X
C2	Planet Insurance/Reliance National Indemnity Company	NGB 1677832-04	01-01-1994 to 01-01-1995	X
C3	Planet Insurance/Reliance National Indemnity Company	NGB 1677832-05	01-01-1995 to 01-01-1996	X
C4	Planet Insurance/Reliance National Indemnity Company	NGB 1677832-06	01-01-1996 to 01-01-1998	X
C5	Twin City Fire Insurance Company	TXU 106103	01-01-1983 to 01-01-1984	X
C6	The Travelers	762A9285	to 11/75	X
C7	The Travelers	764A3022	to 11/75	X
C8	The Travelers	764A4504	to 11/75	X
C9	Twin City Fire Insurance Company	TXU 106103	01-01-1983 to 01-01-1984	X
C10	Verlan Fire Insurance	MOO1306/3	01-01-1998 to 01-01-1999	X
C11	Western Employer's Insurance	UL 10-0184-05667	01-01-1984 to 01-01-1985	X

Grove Financial Serv. v. McKesson  
Angeles Chemical Company, Insurance Policies

C12	Western Employer's Insurance	UL 10-0185-05667	01-01-1985 to 01-01-1986	X
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Updated: 12/10/2002

Page 3 of 3

Prepared by Trutanich Michel, LLP

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Greve Financial Serv. v. McKesson  
Angeles Chemical Company, Insurance Policies

TAB	CARRIERS	POLICY NUMBER	POLICY DATES	EVIDENCE
A1	Admiral Insurance Company	A87CX07493		unavailable
A2	CIGNA	UL10018405667	01-01-1984 to 01-01-1985	X
A3	CIGNA	UL10018505667	01-01-1985 to 01-01-1986	X
A4	Fidelity & Deposit of Maryland	96-30151243	01-01-1995 to 01-01-1998	unavailable
A5	Fidelity & Deposit of Maryland	CCP9296282		unavailable
A6	Fireman's Fund	LC 2648139	01-01-1978 to 01-01-1979	X
A7	Fireman's Fund	LA 2679396	01-01-1979 to 01-01-1982	X
A8	Fireman's Fund	LA 3100753	01-01-1982 to 01-01-1985	X
A9	Fireman's Fund	2 49 MXP 03585712	01-01-1982 to 01-01-1985	X
A10	Fireman's Fund	2 49 MXX 80004633	01-01-1984 to 01-01-1987	X
A11	Fireman's Fund	2 49 MXC 5504656	01-01-1985 to 01-01-1986	X
A12	Fireman's Fund	2 49 MXC 80006534	01-01-1986 to 01-01-1987	X
A13	Fireman's Fund	2 49 MXX 80204558	01-01-1987 to 01-01-1988	X
A14	Fireman's Fund	2 49 MXC 80041274	01-01-1987 to 01-01-1988	X
A15	Fireman's Fund	2 49 MXC 80096818	01-01-1988 to 01-01-1989	X
A16	Fireman's Fund	2 49 MXX 80272151	01-01-1988 to 01-01-1989	X
A17	Great American Insurance Company	SLP 9451357	11-01-1976 to 01-01-1978	X
A18	Great American Surplus Lines Ins. Co.	8 CU 0 00 40	03-18-1978 to 01-01-1979	X
A19	Great American Surplus Lines Ins. Co.	9 CU 0 00 61	01-01-1979 to 01-01-1980	X
A20	Great American Surplus Lines Ins. Co.	0 CU 0 06 61	01-01-1980 to 01-01-1981	X
A21	Great American Surplus Lines Ins. Co.	1 CU 0 21 74	01-01-1981 to 01-01-1982	X
A22	Great American Surplus Lines Ins. Co.	2 CU 0 30 09	01-01-1982 to 01-01-1983	X



**Greve Financial Serv. v. McKesson  
Angeles Chemical Company, Insurance Policies**

TAB	CARRIERS	POLICY NUMBER	POLICY DATES	EVIDENCE
B1	Hanover Insurance	LHZ5019793-00	01-01-1997 to 01-01-1998	X
B2	Hanover Insurance	LHZ5019793-01	01-01-1998 to 01-01-1999	X
B3	Hanover Insurance	LHZ5019793-03		unavailable
B4	Hanover Insurance	ADZ5019794-00	01-01-1997 to 01-01-1998	X
B5	Hanover Insurance	ADZ5019794-01	01-01-1998 to 01-01-1999	X
B6	Hanover Insurance	ADZ5019794-02	01-01-1999 to 01-01-2000	X
B7	Hanover Insurance	ADZ5019794-03	01-01-2000 to 01-01-2001	X
B8	Hanover Insurance	ZO41174903	01-01-1998 to 01-01-1999	unavailable
B9	Hanover Insurance	ZHZ5587651-00	01-01-1999 to 01-01-2000	X
B10	Hanover Insurance	ZHZ5587651-01	01-01-2000 to 01-01-2001	X
B11	Harbor Insurance Company	HI 211566	01-01-1985 to 01-01-1986	X
B12	Hartford	TXU 106103	01-01-1983 to 01-01-1984	unavailable
B13	Industrial Indemnity	AS 8 81 91 23	01-01-1987 to 01-01-1988	unavailable
B14	North Star Reinsurance Corporation	NSX-19951	06-02-1980 to 01-01-1981	X

**Greve Financial Serv. v. McKesson  
Angeles Chemical Company, Insurance Policies**

TAB	CARRIERS	POLICY NUMBER	POLICY DATES	EVIDENCE
C1	Planet Insurance Company	NKA125868604	01-01-1993 to 01-01-1994	unavailable
C2	Planet Insurance Company	NKA125868605	01-01-1994 to 01-01-1995	unavailable
C3	Planet Insurance Company	NG1259217-89	01-01-1989 to 01-01-1990	X
C4	Planet Insurance/Reliance National Indemnity Company	NKA125868689	01-01-1989 to 01-01-1990	unavailable
C5	Planet Insurance/Reliance National Indemnity Company	NKA125868601	01-01-1990 to 01-01-1991	unavailable
C6	Planet Insurance/Reliance National Indemnity Company	NKA125868602	01-01-1991 to 01-01-1992	unavailable
C7	Planet Insurance/Reliance National Indemnity Company	NKA125868603	01-01-1992 to 01-01-1993	unavailable
C8	Planet Insurance/Reliance National Indemnity Company	NKA125868604	01-01-1993 to 01-01-1994	unavailable
C9	Planet Insurance/Reliance National Indemnity Company	NKA125868605	01-01-1994 to 01-01-1995	unavailable
C10	Planet Insurance/Reliance National Indemnity Company	NKA125868606	01-01-1995 to 01-01-1996	unavailable
C11	Planet Insurance/Reliance National Indemnity Company	NKA125868607	01-01-1996 to 01-01-1997	unavailable
C12	Planet Insurance/Reliance National Indemnity Company	NG 1677832-00		X
C13	Planet Insurance/Reliance National Indemnity Company	NG 1677832-01	01-01-1991 to 01-01-1992	X
C14	Planet Insurance/Reliance National Indemnity Company	NG 1677832-02	01-01-1992 to 01-01-1993	X
C15	Planet Insurance/Reliance National Indemnity Company	NGB 1677832-03	01-01-1993 to 01-01-1994	unavailable
C16	Planet Insurance/Reliance National Indemnity Company	NGB 1677832-04	01-01-1994 to 01-01-1995	unavailable
C17	Planet Insurance/Reliance National Indemnity Company	NGB 1677832-05	01-01-1995 to 01-01-1996	unavailable
C18	Planet Insurance/Reliance National Indemnity Company	NGB 1677832-06	01-01-1996 to 01-01-1996	unavailable
C19	Twin City Fire Insurance Company	TXU 106103	01-01-1983 to 01-01-1984	X
C20	The Travelers	762A9285	to 11/75	unavailable
C21	The Travelers	764A3022	to 11/75	unavailable
C22	The Travelers	764A4504	to 11/75	unavailable
C23	Twin City Fire Insurance Company	TXU 106103	01-01-1983 to 01-01-1984	unavailable
C24	Verlan Fire Insurance	MOO1306/3	01-01-1998 to 01-01-1999	unavailable
C25	Western Employer's Insurance	UL 10-0184-05667	01-01-1984 to 01-01-1985	X
C26	Western Employer's Insurance	UL 10-0185-05667	01-01-1985 to 01-01-1986	X

## Angeles Chemical Company

	Policy Period	Carrier	Policy #	Coverage
1	11/1/76 to 1/1/78	Great American	SLP9451357 primary	500k
2	1/1/77 to 1/1/78	Great American	183-140078 excess	500k
3	1/1/78 to 1/1/79	Fireman's Fund	LC2648139 primary	500k
4	3/18/78 to 1/1/79	Great American	8CU00040 umbrella	1M
5	1/1/79 to 1/1/82	Fireman's Fund	LA2679396 primary	500k
6	1/1/79 to 1/1/80	Great American	9CU00661 umbrella	2M
7	1/1/80 to 1/1/81	Great American	OCU00661 umbrella	2M
8	6/2/80 to 1/1/81	North Star	NSX19951	2M
9	1/1/81 to 1/1/82	Great American	ICU02174 umbrella	4M
10	1/1/82 to 1/1/85	Fireman's Fund	LA3100753 primary	500k
11	1/1/82 to 1/1/83	Great American	2CU03009 umbrella	4M
12	1/1/83 to 1/1/84	Twin City Fire	TXU106103 umbrella	500k
13	1/1/84 to 1/1/85	Western Employers	UL10018405667 umbrella	9M
14	1/1/85 to 1/1/86	Fireman's Fund	MXC5504656 primary	500k
15	1/1/85 to 1/1/86	Western Employers	UL10018505667 umbrella	5M
16*	1/1/86 to 1/1/87	Fireman's Fund	MXC80006534 primary	500k*
17*	1/1/87 to 1/1/88	Fireman's Fund	MXC80041274 primary	500k*
18	3/1/87 to 1/1/88	Admiral	A87CX7493 excess	500k
19*	1/1/88 to 1/1/89	Fireman's Fund	MXC80096818	500k*
20	1/1/88 to 1/1/89	Illinois Union	1CX020481 excess	500k
21	1/1/89 to 1/1/90	Planet Ins	NG125921789 primary	1M
22	1/1/90 to 1/1/91	Planet Ins.	NG1677832	1M
23	1/1/91 to 1/1/92	Planet Ins.	NGD167783201	1M
24	1/1/92 to 1/1/93	Planet Ins.	NGO167783202	1M
25*	1/1/97 to 1/1/98	Hanover	LHZ5019793	2M*
26*	1/1/98 to 1/1/99	Hanover	LHZ5019793	2M*
27*	1/1/99 to 1/1/00	Hanover	ZHZ5587652	2M*
28*	1/1/00 to 1/1/01	Hanover	ZHZ5587652	2M*

\* Absolute Pollution Exclusion

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March 15, 2004

**PRIVILEGED AND CONFIDENTIAL SETTLEMENT COMMUNICATION**

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Dan I. Schlessinger  
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Chicago, IL 60603

Carriers  
March 15, 2004  
Page 2

**VIA FACSIMILE ONLY (949) 442-1515**

Philip E. Smith  
Smith, Ellison & Harraka  
19900 MacArthur Blvd.  
Suite 700  
Irvine, CA 92679

Claims Manager  
North Star Reinsurance  
695 East Main Street  
Stamford, CT 06904

Re:	Insured:	Angeles Chemical Company, Inc. and John Locke
	Site:	8915 Sorenson Avenue
	Location:	Santa Fe Springs, CA
	Case:	McKesson adv. Angeles Chemical Company

Dear Carriers:

Please find attached an Excel Spreadsheet reflecting the most updated contact information for the insurance carriers. Please review and update the contact information, where appropriate, and let me know of any updates ASAP.

If you have any questions, please contact the undersigned.

Very truly yours,  
**TRUTANICH • MICHEL, LLP**



Jeffery L. Caufield

JLC:ads

TAB	CARRIERS	POLICY NUMBER	POLICY DATES	POLICY TYPE	EVIDENCE	CLAIM #	TENDER DATE	CARRIER RESPONSE	CONTACT INFO
1	Admiral Insurance Company	A87CX07493			unavailable				
2	Associates Insurance Company	TK100118297	10-17-1997 to 10-17-1998	Automobile Liability/ Scheduled Autos	Certificate of Insurance				
3	Credit General Insurance Company	ART 0007056	08-09-1997 to 08-09-1998	Commercial General Liability/Occurrence	Certificate of Insurance				
4	Fidelity & Deposit of Maryland	96-30151243	01-01-1995 to 01-01-1998		unavailable				
5	Fidelity & Deposit of Maryland	CCP9296282			unavailable				
6	Fireman's Fund	LC 2648139	01-01-1978 to 01-01-1979	Comprehensive General Liability/Comprehensive Automobile Liability	Policy	10501138633	12/4/2001	2/28/02 (will investigate) 4/17/02 (will defend); 7/24/03 (will not defend Janyce Lock, Rosenthal, Estate, Bergs, Speiler, and Trustees of BETA trust	Melanie Carvain (Claims Specialist) Historical Claim Dept 777 San Marino Drive Novato, CA 94998 413.521.1335 (phone) 415.899.3663 (fax)
7	Fireman's Fund	LA 2679396	01-01-1979 to 01-01-1982	Comprehensive General Liability/Business Auto Policy	Policy (first page)	10501138633	12/4/2001	2/28/02 (will investigate) 4/17/02 (will defend); 7/24/03 (will not defend Janyce Lock, Rosenthal, Estate, Bergs, Speiler, and Trustees of BETA trust	Melanie Carvain (Claims Specialist) Historical Claim Dept 777 San Marino Drive Novato, CA 94998 413.521.1335 (phone) 415.899.3663 (fax)
8	Fireman's Fund	LA 3100753	01-01-1982 to 01-01-1985	Comprehensive General Liability/Business Auto Policy	Policy	10501138633	12/4/2001	2/28/02 (will investigate) 4/17/02 (will defend); 7/24/03 (will not defend Janyce Lock, Rosenthal, Estate, Bergs, Speiler, and Trustees of BETA trust	Melanie Carvain (Claims Specialist) Historical Claim Dept 777 San Marino Drive Novato, CA 94998 413.521.1335 (phone) 415.899.3663 (fax)
9	Fireman's Fund	249.MXP 03585712	unknown	Property Coverage/Crime Coverage	Renewal	10501138633	12/4/2001	2/28/02 (will investigate) 4/17/02 (will defend)	Melanie Carvain (Claims Specialist) Historical Claim Dept 777 San Marino Drive Novato, CA 94998 413.521.1335 (phone) 415.899.3663 (fax)

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10	Fireman's Fund	2 49 MXX 80004633	01-01-1984 to 01-01-1987	Property Coverage/Crime Coverage	Policy	10501138633	12/4/2001	2/28/02 (will investigate) 4/17/02 (will defend); 7/24/03 (will not defend Janyce Lock, Rosenthal, Estate, Bergs, Speiler, and Trustees of BETA trust	Melanie Carvain (Claims Specialist) Historical Claim Dept 777 San Marino Drive Novato, CA 94998 413.521.1335 (phone) 415.899.3663 (fax)
11	Fireman's Fund	2 49 MXX 80204558	01-01-1987 to 01-01-1988	Property Coverage/Crime Coverage/Inland Marine Coverage	Policy	10501138633	12/4/2001	2/28/02 (will investigate) 4/17/02 (will defend); 7/24/03 (will not defend Janyce Lock, Rosenthal, Estate, Bergs, Speiler, and Trustees of BETA trust	Melanie Carvain (Claims Specialist) Historical Claim Dept 777 San Marino Drive Novato, CA 94998 413.521.1335 (phone) 415.899.3663 (fax)
12	Fireman's Fund	2 49 MXX 80272151	01-01-1988 to 01-01-1989	Property Coverage/Crime Coverage/Inland Marine Coverage	Policy	10501138633	12/4/2001	2/28/02 (will investigate) 4/17/02 (will defend); 7/24/03 (will not defend Janyce Lock, Rosenthal, Estate, Bergs, Speiler, and Trustees of BETA trust	Melanie Carvain (Claims Specialist) Historical Claim Dept 777 San Marino Drive Novato, CA 94998 413.521.1335 (phone) 415.899.3663 (fax)
13	Fireman's Fund	2 49 MXC 5504656	01-01-1985 to 01-01-1986	Business Auto Policy	Policy	10501138633	12/4/2001	2/28/02 (will investigate) 4/17/02 (will defend); 7/24/03 (will not defend Janyce Lock, Rosenthal, Estate, Bergs, Speiler, and Trustees of BETA trust	Melanie Carvain (Claims Specialist) Historical Claim Dept 777 San Marino Drive Novato, CA 94998 413.521.1335 (phone) 415.899.3663 (fax)
14	Fireman's Fund	2 49 MXC 80006534	01-01-1986 to 01-01-1987	General Liability Coverage/Automobile Insurance Coverage	Policy	10501138633	12/4/2001	2/28/02 (will investigate) 4/17/02 (will defend); 7/24/03 (will not defend Janyce Lock, Rosenthal, Estate, Bergs, Speiler, and Trustees of BETA trust	Melanie Carvain (Claims Specialist) Historical Claim Dept 777 San Marino Drive Novato, CA 94998 413.521.1335 (phone) 415.899.3663 (fax)
15	Fireman's Fund	2 49 MXC 80041274	01-01-1987 to 01-01-1988	General Liability Coverage/Automobile Insurance Coverage	Policy	10501138633	12/4/2001	2/28/02 (will investigate) 4/17/02 (will defend); 7/24/03 (will not defend Janyce Lock, Rosenthal, Estate, Bergs, Speiler, and Trustees of BETA trust	Melanie Carvain (Claims Specialist) Historical Claim Dept 777 San Marino Drive Novato, CA 94998 413.521.1335 (phone) 415.899.3663 (fax)

16	Fireman's Fund	2 49 MXC 80096818	01-01-1988 to 01-01-1989	General Liability Coverage/Automobile Insurance Coverage	Policy	10501138633	12/4/2001	2/28/02 (will investigate) 4/17/02 (will defend); 7/24/03 (will not defend Janyce Lock, Rosenthal, Estate, Bergs, Speiler, and Trustees of BETA trust	Melanie Carvain (Claims Specialist) Historical Claim Dept 777 San Marino Drive Novato, CA 94998 415-521-1335 (phone) 415-899-3663 (fax)
17	Great American Insurance Company	SLP 9451357	11-01-1976 to 01-01-1978		unavailable	975-036554	7/29/2002	9/18/02 (denial); 3/24/03 from Hancock Rothert accepting tender	Paul J. Killion; Hancock, Rothert, Bunshoft; 4 Embarcadero Center, San Francisco, CA 94155; Phone: 415-981- 5550; Fax: 415-955- 2599
18	Great American Surplus Lines Ins. Co.	8 CU 0 00 40	03-18-1978 to 01-01-1979	Umbrella Liability Policy	Policy	975-036554	6/14/2002	8/9/02 (will investigate) 9/18/02 (denial); 4/9/03 (request more info)	Daniel I. Schlessinger, Lord, Bissel & Brook LLP; 115 South LaSalle St.; Chicago, IL 60603; Phone: 312-443-0600, Fax: 312-896-600
19	Great American Surplus Lines Ins. Co.	9 CU 0 00 61	01-01-1979 to 01-01-1980	Umbrella Liability Policy	Policy	975-036554	6/14/2002	8/9/02 (will investigate) 9/18/02 (denial)	Daniel I. Schlessinger, Lord, Bissel & Brook LLP; 115 South LaSalle St.; Chicago, IL 60603; Phone: 312-443-0600; Fax: 312-896-600
20	Great American Surplus Lines Ins. Co.	0 CU 0 06 61	01-01-1980 to 01-01-1981	Umbrella Liability Policy	Policy	975-036554	6/14/2002	8/9/02 (will investigate) 9/18/02 (denial)	Daniel I. Schlessinger, Lord, Bissel & Brook LLP; 115 South LaSalle St.; Chicago, IL 60603; Phone: 312-443-0600; Fax: 312-896-600
21	Great American Surplus Lines Ins. Co.	1 CU 0 21 74	01-01-1981 to 01-01-1982	Umbrella Liability Policy	Policy	975-036554	6/14/2002	8/9/02 (will investigate) 9/18/02 (denial)	Daniel I. Schlessinger, Lord, Bissel & Brook LLP; 115 South LaSalle St.; Chicago, IL 60603; Phone: 312-443-0600; Fax: 312-896-600

									Danrel I. Schlessinger; Lord, Bissel & Brook LLP; 115 South LaSalle St.; Chicago, IL 60603; Phone: 312-443-0600; Fax: 312-896-600
22	Great American Surplus Lines Ins. Co.	2 CU 0 30 09	01-01-1982 to 01-01-1983	Umbrella Liability Policy	Policy	975-036554	6/14/2002	8/9/02 (will investigate) 9/18/02 (denial)	

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TAB	CARRIERS	POLICY NUMBER	POLICY DATES	POLICY TYPE	EVIDENCE	CLAIM #	TENDER DATE	CARRIER RESPONSE	CONTACT INFO
1	Hanover Insurance	LHZ5019793-00	01-01-1997 to 01-01-1998	Commercial General Liability Coverage	Renewal	47-089409-76	6/13/2002	7/25/03 (will investigate) 8/13/02 (denial)	Tamara K. Belew Claims Rep 916.773.8850 916.773.8853 (fax)
2	Hanover Insurance	LHZ5019793-01	01-01-1998 to 01-01-1999	Commercial General Liability Coverage	Policy	47-089409-76	6/13/2002	8/13/02 (denial)	Tamara K. Belew Claims Rep 916.773.8850 916.773.8853 (fax)
3	Hanover Insurance	LHZ5019793-03			unavailable	47-089409-76	6/13/2002	8/23/02 (denial)	Tamara K. Belew Claims Rep 916.773.8850 916.773.8853 (fax)
4	Hanover Insurance (Massachusetts Bay Insurance Company)	ADZ5019794-00	01-01-1997 to 01-01-1998	Commercial Auto Coverage	Policy	47-089409-76	6/13/2002	8/28/2002 (denial)	Tamara K. Belew Claims Rep 916.773.8850 916.773.8853 (fax)
5	Hanover Insurance (Massachusetts Bay Insurance Company)	ADZ5019794-01	01-01-1998 to 01-01-1999	Commercial Auto Coverage	Policy	47-089409-76	6/13/2002	8/28/2002 (denial)	Tamara K. Belew Claims Rep 916.773.8850 916.773.8853 (fax)
6	Hanover Insurance (Massachusetts Bay Insurance Company)	ADZ5019794-02	01-01-1999 to 01-01-2000	Commercial Auto Coverage	Policy	47-089409-76	6/13/2002	8/28/2002 (denial)	Tamara K. Belew Claims Rep 916.773.8850 916.773.8853 (fax)
7	Hanover Insurance (Massachusetts Bay Insurance Company)	ADZ5019794-03	01-01-2000 to 01-01-2001	Commercial Auto Coverage	Policy	47-089409-76	6/13/2002	8/28/2002 (denial)	Tamara K. Belew Claims Rep 916.773.8850 916.773.8853 (fax)
8	Hanover Insurance	ZO41174903	01-01-1998 to 01-01-1999		unavailable	47-089409-76	6/13/2002	8/28/02 (denial)	Tamara K. Belew Claims Rep 916.773.8850 916.773.8853 (fax)
9	Hanover Insurance Company	ZHZ5587651-00	01-01-1999 to 01-01-2000	Commercial Property Coverage/ Commercial General Liability Coverage	Policy	47-089409-76	6/13/2002	7/25/03 (will investigate) 8/13/02 (denial)	Tamara K. Belew Claims Rep 916.773.8850 916.773.8853 (fax)
10	Hanover Insurance Company	ZHZ5587651-01	01-01-2000 to 01-01-2001	Commercial Property Coverage/ Commercial General Liability Coverage/ Commercial Crime Coverage	Policy	47-089409-76	6/13/2002	7/25/03 (will investigate) 8/13/02 (denial)	Tamara K. Belew Claims Rep 916.773.8850 916.773.8853 (fax)

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11	Harbor Insurance Company (CNA)	HJ 211566	01-01-1985 to 01-01-1986	Excess Umbrella Liability	Policy	30251121	6/10/2002	6/25/02 (request for info)	Ronald Schulze Major Litigation-Claims 333 South Wabash Chicago IL, 60685 203.964.5262
12	Hartford	TXU 106103	01-01-1983 to 01-01-1984		unavailable		6/17/2002	1/17/03 (will investigate); 4/29/03 (denial)	Karen M. Walsh Account Rep Claims and Legal Management Services 690 Asylum Ave, T-7-92; Hartford, CT 06115 860.547.5000
13	Hartford Insurance Company	TK100118297	10-17-1997 to 10-17-1998	Automobile Liability	Certificate of Insurance				
14	Industrial Indemnity	AS 8 81 91 23	01-01-1987 to 01-01-1988		unavailable				
15	Lloyds of London	ACA9704CA11273	04-24-1997 to 04-24-1998	Commercial General Liability	Certificate of Insurance				
16	North Star Reinsurance Corporation	NSX-19951	06-02-1980 to 01-01-1981		X		6/10/2002	7/22/2002 (denial)	

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TAB	CARRIERS	POLICY NUMBER	POLICY DATES	POLICY TYPE	EVIDENCE	CLAIM #	TENDER DATE	CARRIER RESPONSE	CONTACT INFO
1	Planet Insurance Company	NKA125868689	01-01-1989 to 01-01-1990		unavailable		6/10/2002	6/22/02 (denial); 9/10/03 (request for info)	Edward M. Bradley; Sr. Claims Examiner; PO Box 29066; Glendale, CA 91209; Phone: 818-844-4300 ext. 138; Fax: 323-782-1381
2	Planet Insurance Company	NKA125868601	01-01-1990 to 01-01-1991		unavailable		6/10/2002	6/22/02 (denial); 9/10/03 (request for info)	Edward M. Bradley; Sr. Claims Examiner; PO Box 29066; Glendale, CA 91209; Phone: 818-844-4300 ext. 138; Fax: 323-782-1381
3	Planet Insurance Company	NKA125868602	01-01-1991 to 01-01-1992		unavailable		6/10/2002	6/22/02 (denial); 9/10/03 (request for info)	Edward M. Bradley; Sr. Claims Examiner; PO Box 29066; Glendale, CA 91209; Phone: 818-844-4300 ext. 138; Fax: 323-782-1381
4	Planet Insurance Company	NKA125868603	01-01-1992 to 01-01-1993	Business Auto Policy	Renewal		6/10/2002	6/22/02 (denial); 9/10/03 (request for info)	Edward M. Bradley; Sr. Claims Examiner; PO Box 29066; Glendale, CA 91209; Phone: 818-844-4300 ext. 138; Fax: 323-782-1381
5	Planet Insurance Company	NKA125868604	01-01-1993 to 01-01-1994	Business Auto Policy	Policy		6/10/2002	6/22/02 (denial); 9/10/03 (request for info)	Edward M. Bradley; Sr. Claims Examiner; PO Box 29066; Glendale, CA 91209; Phone: 818-844-4300 ext. 138; Fax: 323-782-1381



6	Planet Insurance Company	NKA125868605	01-01-1994 to 01-01-1995	Business Auto Policy	Policy	6/10/2002	6/22/02 (denial); 9/10/03 (request for info)	Edward M. Bradley, Sr. Claims Examiner; PO Box 29066; Glendale, CA 91209; Phone: 818-844-4300 ext. 138; Fax: 323-782-1381
7	Reliance National Indemnity Company	NKA125868606	01-01-1995 to 01-01-1996	Business Auto Policy	Policy	6/10/2002	6/22/02 (denial); 9/10/03 request from CIGA for policies	Edward M. Bradley, Sr. Claims Examiner; PO Box 29066; Glendale, CA 91209; Phone: 818-844-4300 ext. 138; Fax: 323-782-1381
8	Reliance National Indemnity Company	NKA125868607	01-01-1996 to 01-01-1997	Business Auto Policy	Policy	6/10/2002	6/22/02 (denial); 9/10/03 (request for info)	Edward M. Bradley, Sr. Claims Examiner; PO Box 29066; Glendale, CA 91209; Phone: 818-844-4300 ext. 138; Fax: 323-782-1381
9	Planet Insurance/Reliance National Indemnity Company	NG 1677832-00			?	6/10/2002	6/22/02 (denial); 9/10/03 (request for info)	Edward M. Bradley, Sr. Claims Examiner; PO Box 29066; Glendale, CA 91209; Phone: 818-844-4300 ext. 138; Fax: 323-782-1381
10	Planet Insurance/Reliance National Indemnity Company	NG 1677832-01	01-01-1991 to 01-01-1992		?	6/10/2002	6/22/02 (denial); 9/10/03 (request for info)	Edward M. Bradley, Sr. Claims Examiner; PO Box 29066; Glendale, CA 91209; Phone: 818-844-4300 ext. 138; Fax: 323-782-1381
11	Planet Insurance Company	NGD 1677832-02	01-01-1992 to 01-01-1993	Commercial General Liability	unavailable	6/10/2002	6/22/02 (denial); 9/10/03 (request for info); 10/02/03 (TM response)	Edward M. Bradley, Sr. Claims Examiner; PO Box 29066; Glendale, CA 91209; Phone: 818-844-4300 ext. 138; Fax: 323-782-1381

12	Planet Insurance Company	NGB 1677832-03	01-01-1993 to 01-01-1994	Commercial General Liability	Policy	6/10/2002	6/22/02 (denial); 9/10/03 (request for info); 10/02/03 (TM response)	Edward M. Bradley; Sr. Claims Examiner; PO Box 29066; Glendale, CA 91209; Phone: 818-844-4300 ext. 138; Fax: 323-782-1381
13	Planet Insurance Company	NGB 1677832-04	01-01-1994 to 01-01-1995	Commercial General Liability	Policy	6/10/2002	6/22/02 (denial); 9/10/03 (request for info); 10/02/03 (TM response)	Edward M. Bradley; Sr. Claims Examiner; PO Box 29066; Glendale, CA 91209; Phone: 818-844-4300 ext. 138; Fax: 323-782-1381
14	Reliance National Indemnity Company	NGB 1677832-05	01-01-1995 to 01-01-1996	Commercial General Liability	Policy	6/10/2002	6/22/02 (denial); 9/10/03 (request for info); 10/02/03 (TM response)	Edward M. Bradley; Sr. Claims Examiner; PO Box 29066; Glendale, CA 91209; Phone: 818-844-4300 ext. 138; Fax: 323-782-1381
15	Reliance National Indemnity Company	NGB 1677832-06	01-01-1995 to 01-01-1996	Commercial General Liability	Policy	6/10/2002	6/22/02 (denial); 9/10/03 (request for info); 10/02/03 (TM response)	Edward M. Bradley; Sr. Claims Examiner; PO Box 29066; Glendale, CA 91209; Phone: 818-844-4300 ext. 138; Fax: 323-782-1381
16	Steadfast Insurance Company	SU0825258900	07-20-1995 to 10-01-1996	Excess Liability	Certificate of Insurance			
17	Twin City Fire Insurance Company	TXU 106103	01-01-1983 to 01-01-1984		Policy	6/17/2002	6/27/02 (request for info); 8/29/2003 (denial)	Val Romano; Claims and Legal Management Services; Hartford Plaza Hartford, CT 06115; 860.547.5000
18	The Travelers	762A9285	to 11/75		unavailable			
19	The Travelers	764A3022	to 11/75		unavailable			
20	The Travelers	764A4504	to 11/75		unavailable			
21	U S. Insurance Company	5530165866	09-01-1994 to 09-01-1995	Excess Liability	Certificate of Insurance			

22	Verlan Limited	2-1306	01-01-1993 to 01-01-1994		Policy				
23	Verlan Fire Insurance	M001306	01-01-1994 to 01-01-1995	Comprehensive Property Damage Policy	Policy				
24	Verlan Fire Insurance	M001306	01-01-1995 to 01-01-1996	Comprehensive Property Damage Policy	Policy				
25	Verlan Fire Insurance	M001306	01-01-1996 to 01-01-1997	Comprehensive Property Damage Policy	Policy				
26	Verlan Fire Insurance	M001306	01-01-1998 to 01-01-1999	Comprehensive Property Damage Policy	Policy	47-089409-76	6/19/2002 Sent to Hanover Ins.	8/28/02 (denial)	Tamara K. Belew Claims Rep 916.773.8850 916.773.8853 (fax)
27	Western Employer's Insurance (CIGA)	UL 10-0184-05667	01-01-1984 to 01-01-1985		Policy		6/10/2002 Western Employer s 6/13/2002 CIGA	6/10/03 (denial from CIGA)	Edward M. Bradley, Sr. Claims Examiner; PO Box 29066; Glendale, CA 91209; Phone: 818- 844-4300 ext. 138; Fax: 323-782-1381
28	Western Employer's Insurance (CIGA)	UL 10-0185-05667	01-01-1985 to 01-01-1986		Policy		6/10/2002 Western Employer s 6/13/2002 CIGA	6/10/03 (denial from CIGA)	Edward M. Bradley, Sr. Claims Examiner; PO Box 29066; Glendale, CA 91209; Phone: 818- 844-4300 ext. 138; Fax: 323-782-1381

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# ANGELES CHEMICAL CO.

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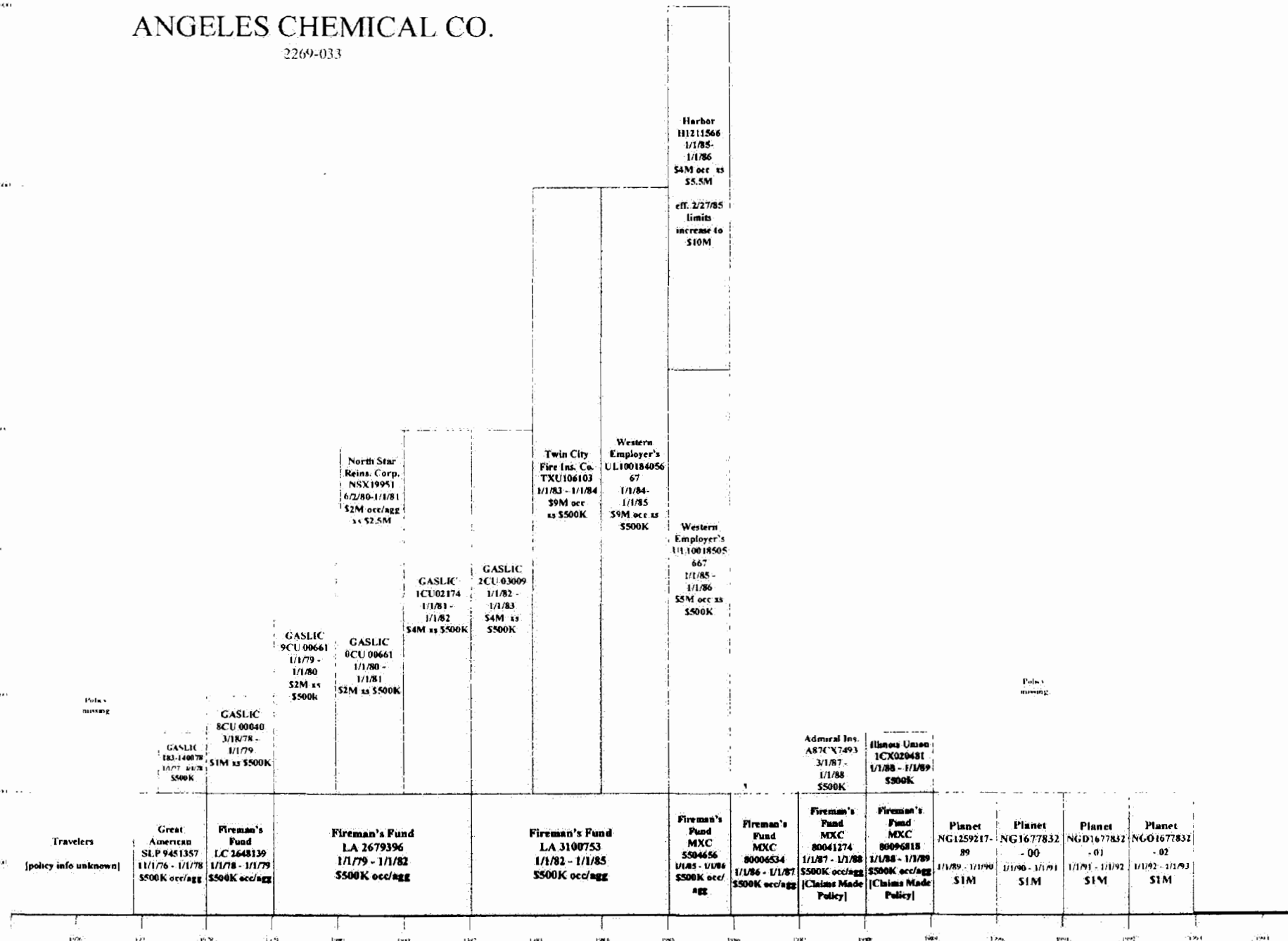
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One Tower Square, 6 MS  
Hartford, CT 06183-6016

Shannon E. Roberto  
Account Executive  
Special Liability Coverage Unit  
(860) 954-5136  
(860) 954-5857 (fax)  
[sroberto@stpaultravelers.com](mailto:sroberto@stpaultravelers.com)

Via Facsimile (619) 325-0231 and  
Certified Mail – Return Receipt Requested  
(No. 7004 2510 0003 6085 0827)

September 29, 2005

Jeffery L. Caufield, Esq.  
Caufield & James LLP  
2851 Camino Del Rio South, Suite 250  
San Diego, CA 92108

Policyholder: Angeles Chemical Company ("Angeles")

Site: 8915 Sorensen Avenue  
Santa Fe Springs, California ("Site")

Re: Angeles Chemical Company, et al. v. McKesson Corporation, et al.,  
Fourth Amended Complaint, including McKesson Corporation v.  
Angeles Chemical Company, et al., Defendant McKesson  
Corporation's Fourth Amended Counterclaim, filed May 10, 2005,  
in the United States District Court, Central District of California,  
Case No.: 01-10532 TJH (Mex), served upon your clients on or  
about May 12, 2005 ("Counterclaim")

Dear Mr. Caufield:

As you are aware, I am a member of the Special Liability Coverage Unit ("SLCU"), and the individual responsible for the investigation, analysis and determination of the coverage obligations under the potentially applicable policies issued to Angeles by Travelers for the Counterclaim. Please recall that "Travelers" means The Travelers Indemnity Company ("IND") and its subsidiaries (one of which is the Charter Oak Fire Insurance Company ("COF")). The purpose of this letter is to inform you that I have reviewed the allegations of the Counterclaim in conjunction with the potentially applicable policies (discussed below), and, based upon my review, I have determined that Travelers will participate in Angeles' defense of the Counterclaim, subject to a complete reservation of Travelers rights and defenses to coverage, while I continue to investigate the extent of Travelers coverage obligations, if any, to Angeles for this matter. The remainder of this letter sets forth Travelers reservations and requests additional information concerning this matter.

As explained in my August 31, 2005 letter to you, I initiated a search for all potentially applicable policies issued to Angeles. As a result of my policy search, I have obtained copies of a primary-level liability policy (number 650-764A450-4-COF-75), including a general liability insurance coverage part, and a catastrophe umbrella liability policy (number CUP-762A928-5-IND-75), both of which were issued to Angeles and in effect from November 1, 1975 to November 1, 1976. I have also located evidence or obtained copies of earlier policies which were or may have been issued to Angeles; however, because Angeles' purported liability in this matter arises out of actions which allegedly took place during or subsequent to January of 1976, the earlier policies (whether confirmed or unconfirmed) do not appear to be potentially applicable and will not be further discussed in this letter. If you have information indicating that Angeles' purported liability in this matter began prior to January of 1976, I invite you to provide me with copies of such for my review and consideration.

As indicated above, Travelers will participate in Angeles' defense of the Counterclaim under policy number 650-764A450-4-COF-75 (the "Primary Policy"), subject to a complete reservation of Travelers rights and defenses to coverage, while I conduct my coverage investigation of this matter. Pursuant to this offer of defense, Travelers will contribute to the reasonable and necessary defense-related counsel fees and expenses incurred by Angeles (excluding any costs, fees, expenses, etc., incurred in the prosecution of the Defendants by Plaintiff Angeles) billed by the law firm of Angeles' choice, and incurred subsequent to the date of tender of this matter to Travelers, August 23, 2005.

As an initial matter, the defense provisions contained in the Primary Policy essentially provide that Travelers shall defend any suit against the "insured" claiming damages because of injury to or destruction of property. In that regard, any costs, fees, etc., Angeles incurs as a result of prosecuting any of the defendants are not defense-related counsel fees and expenses and will not be considered by Travelers for payment pursuant to the offer of defense set forth herein.

Travelers participation in Angeles' defense of the Counterclaim is not intended to be, and should not be construed as: an admission that any coverage is available for this matter; an expansion of any obligation that Travelers may subsequently acknowledge (if any); a waiver of any right or defense to coverage available to Travelers, whether under the policies or at law or in equity; or a course of performance. Travelers specifically reserves the right to decline coverage for this matter, including, but not limited to, its right to assert:

1. Coverage applies only to sums which the "insured" is legally obligated to pay to an injured third party as damages because of "property damage";
2. Coverage does not apply to any alleged damage which does not constitute "property damage" as defined in the Primary Policy;
3. Any "property damage" which takes place or is suffered prior to November 1, 1975 or subsequent to November 1, 1976, is not covered by the Primary Policy, and thus, Travelers is under no obligation to defend lawsuits or pay claims, settlements or judgments for any such "property damage";



4. Coverage does not apply to any alleged damage unless caused by an "occurrence" as defined in the Primary Policy;
5. Coverage does not apply to "property damage" arising out of any emission, discharge, seepage, release or escape of any liquid, solid, gaseous or thermal waste or pollutant if such emission, discharge, seepage, release or escape is either expected or intended from the standpoint of any "insured" or any person or organization for whose acts or omissions any "insured" is liable;
6. Coverage does not apply to "property damage" arising out of any emission, discharge, seepage, release or escape of any liquid, solid, gaseous or thermal waste or pollutant if such emission, discharge, seepage, release or escape results from or is contributed to by any condition in violation of or non-compliance with any applicable governmental rule, regulation or law;
7. Coverage does not apply to "property damage" arising out of any emission, discharge, seepage, release or escape of petroleum or petroleum derivatives into any body of water;
8. Coverage does not apply to "property damage" to property owned by the "insured" and, except with respect to the Fire Legal Liability Hazard, to property occupied by or rented to the "insured";
9. For the purpose of determining the limit of Travelers liability under the Primary Policy, all "property damage" arising out of continuous or repeated exposure to substantially the same general conditions shall be considered arising out of one "occurrence";
10. Any payments that might be made by Travelers in this case (if any) are subject to the applicable limit of liability as contained in (or as otherwise applicable to) the Primary Policy;
11. Should the applicable limit of liability be exhausted, Travelers participation in Angeles' defense of this matter will simultaneously terminate;
12. Coverage does not apply if the "insured" failed or fails to comply with the conditions of the policies, including, but not limited to, those relating to the "insured's" obligation to provide timely and adequate notice, to cooperate with Travelers and to not impair Travelers subrogation, contribution or "other insurance" rights;
13. Coverage does not apply to any payment made, obligation assumed or expense incurred voluntarily by the "insured" or without Travelers knowledge or consent (other than for first aid to others at the time of an accident) in accordance with the conditions of the policies, or to pre-tender costs; and

14. Coverage does not apply to liabilities of any individual or organization other than those declared or described as a **named insured** or **insured** in the policy.

Travelers also reserves all of its rights and defenses to coverage which might arise under any other policies of insurance issued to Angeles, including, without limitation, any other general liability and/or umbrella policies (including policy number CUP-762A928-5-IND-75) issued to Angeles, if any, as well as under any other line of insurance under those policies or under the Primary Policy.

Travelers also specifically reserves its right to withdraw its participation in the Port's defense of this matter, and to seek recoupment of any defense costs or other sums paid to or on behalf of the Port in its defense of claims that are not potentially covered under the Policy, including (without limitation) the Breach of Contract Claims.

Furthermore, should Travelers coverage position be litigated and should a court of appropriate jurisdiction reject any right or defense to coverage asserted by Travelers with respect to this matter (whether specifically enumerated above, or otherwise reserved by this or any other communication from the SLCU), Travelers will provide coverage only to the extent finally mandated by such court, and will seek recoupment of any payments made other than in accordance with the theory of coverage adopted by such court.

Angeles may be informed of additional rights and defenses to coverage reserved by Travelers as the SLCU continues its investigation and analysis of the coverage issues raised by this matter. Travelers coverage position with respect to the captioned matter will be conveyed to Angeles only by the SLCU.

As explained above, the role of the SLCU is limited solely to the investigation, analysis and determination of insurance coverage. Mr. James Quimby of the Special Liability Group – District Environmental Claim Office ("SLG-DECO") will be available to assist Angeles with the assessment of its alleged liability in this matter, and will also be responsible for the review and payment of any defense bills incurred by Angeles in this matter. Please note that Mr. Quimby's availability and assistance is not intended to be, and should not be construed as: an admission of coverage; a waiver of Travelers rights to decline coverage; grounds for any claim of estoppel against Travelers; or a course of performance. Defense bills should be forwarded directly to Mr. Quimby at the following address:

Mr. James Quimby  
District Environmental Claim Office  
Special Liability Group  
St. Paul Travelers  
6060 S. Willow Drive, Suite 300  
Greenwood Village, Colorado 80111

Please reference file number CFZ4787 on all correspondence to the SLG-DECO. You may also reach Mr. Quimby at the direct-dial number (720) 963-7287 or fax number (720) 963-7310. Please note that the information provided by Angeles to the SLG-DECO will not be shared with the SLCU without Angeles' express, written permission.

As stated above, the SLCU will investigate the facts and circumstances of this matter in order to determine the extent of Travelers coverage obligations, if any. In that regard, please provide me with any information you have regarding the timing, source, nature and extent of the alleged contamination at the Site, including (without limitation) the following:

1. Please provide me with complete copies of any and all available environmental or public health permits, reports, surveys, tests, investigations, etc., performed at or relating to the Site and/or surrounding area.
2. Please provide me with copies of all correspondence or other documents Angeles has received at any time regarding alleged contamination at or emanating from the Site, including federal, state or local agencies or private parties. Please also provide me with copies of Angeles' responses thereto.
3. Please provide the following information regarding any and all incidences of spills or releases of chemical substances at the Site, please include incidences which occurred both inside and outside of the building(s):
  - a. please indicate the date of such;
  - b. the duration of the release, in the instance that a release occurred from equipment or from storage container(s);
  - c. circumstances by which the release occurred;
  - d. the identity, composition and amount of materials released;
  - e. the location of the release;
  - f. what measures were taken to clean up the release, and when those measures were taken; and
  - g. the names of any witnesses to the release.
3. Please provide me with a map of the Site and surrounding area. It would be very helpful to have a map indicating the locations of any drain areas within the facilities, including sumps and septic system, if applicable, as well as locations of all underground and aboveground storage tanks located at (including those no longer in use) and formerly located at (if excavated) the Site. Please also note the locations of contaminated soils relative to the Site features.
4. With respect to all underground and aboveground storage tanks located at (including those no longer in use) and formerly located at (if excavated) the Site, and piping associated therewith, please provide me with the following information concerning each:



- a. Please identify all substances (whether products, wastes, etc.) which have, at any time, been stored therein, and indicate the time period for each such use;
  - b. Were any "tightness" tests performed on any of the tanks and/or lines? If so, please provide copies of all such test results;
  - c. Please describe the circumstances surrounding the discovery of the release(s). When and by whom was the discovery made?;
  - d. Please explain how the product inventory was monitored; and, if possible, provide copies of all inventory records; and
  - e. Please state the date of installation, identify the type of construction of the tank (e.g., whether bare steel, coated steel, fiberglass-reinforced plastic, etc.), and indicate whether any spill or leak prevention or detection devices were ever utilized.
5. Please provide me with all documentation or other information you have demonstrating any unexpected and unintended releases of chemical substances at the Site.
  6. Please provide me with all information and documentation concerning the broken pipe (date, circumstances, etc.) referenced in the Counterclaim, and please provide me with a complete copy of the lawsuit and final court decision concerning Angeles' lawsuit against Spencer & Jones.
  7. Based upon the information available to me, it is my understanding that a significant amount of discovery has taken place in this matter; I ask that you please provide me with copies of all information, documentation, studies, reports, depositions, etc., that relate in any way to and/or that may affect my coverage determination for this matter.

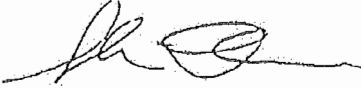
In addition to the above, I invite you to provide me with any additional information you believe would assist me in my coverage determination for this matter. Please note that after I have reviewed any of the requested information, it may be necessary to request from you additional relevant information.

I understand that there are additional insurance carriers which have been participating in Angeles' defense of the captioned matter. I will be contacting those carriers in order to arrange for a defense cost-share agreement for this matter.

Please do not hesitate to contact me at the direct dial number indicated above if you have any questions concerning this letter. In my absence, please feel free to contact Mr. Brian Temte at (860) 954-4893 for assistance. If it is more convenient, you may leave a message for me at our toll-free number (1-800-954-9633), and I will return your call as soon as possible.

Jeffery L. Caufield, Esq.  
September 29, 2005  
Page 7 of 7

Yours truly,

A handwritten signature in black ink, appearing to read 'Shannon Roberto', with a stylized flourish at the end.

Shannon Roberto  
Account Executive

SER736

cc: SLG-DECO, Denver  
Attn.: James Quimby  
File Number: CFZ4787

1 Carmen A. Trutanich - S.B.N. 86629  
Jeffery L. Caufield - S.B.N. 166524  
2 TRUTANICH • MICHEL, LLP  
407 North Harbor Boulevard  
3 San Pedro, CA 90731  
Telephone: 310-548-0410

4  
5 Attorneys for Angeles Chemical Company, Inc.;  
John Locke; and Greve Financial Services, Inc.

6  
7 UNITED STATES DISTRICT COURT  
8 FOR THE CENTRAL DISTRICT OF CALIFORNIA

9 GREVE FINANCIAL SERVICES, INC., et )  
10 al., )  
11 Plaintiffs, )  
12 vs. )  
13 McKESSON CORPORATION, et al., )  
14 Defendant. )  
15 )

CASE NO: 98-10690 AHM AIJx

ANGELES CHEMICAL COMPANY, INC.;  
JOHN LOCKE; AND GREVE FINANCIAL  
SERVICES, INC.'S FRCP RULE 26 AND  
LOCAL RULE 6 INITIAL DISCLOSURES

16 Pursuant to FRCP Rule 26 and Local Rule 6, Plaintiffs and Counter-Defendants Angeles  
17 Chemical Company, Inc., John Locke and Greve Financial Services, Inc. (hereinafter collectively  
18 "Angeles") submit this FRCP Rule 26 and Local Rule 6 Initial Disclosure to the opposing parties.

19 Initial Disclosures: The following is the initial disclosures of Angeles.

20 6.2.1 Witnesses: Angeles has conducted a review of the business records of Angeles  
21 Chemical Company, Inc. in preparation for the initial disclosure of witnesses. From  
22 the business records of Angeles Chemical Company, Inc., to the extent possible, the  
23 names, last known addresses, job title/job descriptions and dates of employment for  
24 the former Angeles Chemical Company, Inc. employees have been compiled and  
25 provided on the witness list attached hereto as Exhibit I. Angeles has been unable to  
26 interview and/or locate all of the listed witnesses and cannot represent to what extent  
27 each of the listed witnesses has responsive information pursuant to FRCP Rule  
28



26 and Local Rule 6. To the extent that additional responsive information is learned regarding the knowledge of employees and/or outside vendors, Angeles will continue to periodically supplement their FRCP Rule 26 Initial Disclosure. Additionally, Angeles is still in the process of interviewing potentially percipient non-employees with knowledge subject to production pursuant to FRCP Rule 26 and Local Rule 6. To the extent that additional percipient non-employee witnesses with knowledge subject to production pursuant to FRCP Rule 26 and Local Rule 6 are located, Angeles will periodically supplement their initial disclosures. To the extent that non-employee percipient witnesses may be identified in public records of governmental agencies, the identities of those non-employee percipient witnesses are equally available to opposing parties and will not be listed in the Angeles' FRCP Rule 26 and Local Rule 6 production. To the extent that former employees/contractors/consultants/counsel of McKesson possess FRCP Rule 26 and Local Rule 6 responsive information, the information is more readily available to McKesson than Angeles. To the extent that particular responsive information is learned about former employees/contractors/consultants/counsel of McKesson, and not learned simultaneously by the opposing parties (i.e. at a deposition or listed in documents), then Angeles will supplement their response. Nothing in this response should be construed as a waiver of any employee personal, attorney-work product, attorney-client or any other privileges that may apply to any employee or information possessed by that employee.

**6.2.2 Documents:** Angeles Chemical Company, Inc. has located approximately 1.5 million pages of documents with potentially responsive information subject to production pursuant to FRCP Rule 26 and Local Rule 6. Due to the volume of documents located by Angeles Chemical Company, Inc., parties have requested that Angeles prepare an index of the documents. Angeles has prepared a file/box level index of the documents. The index is attached hereto as Exhibit 2. The index provides a general

description of the documents located in each of the boxes. However, the contents of each box are not entirely uniform and the distinct possibility exists that document that are outside the general description of the index may be contained within a particular box. Angeles will make the contents of any box listed in the index available for inspection upon the request of any opposing party. Angeles has withheld the following documents from the FRCP Rule 26 and Local Rule 6 production: 1) employee records containing personal and confidential information of employees including social security numbers, drivers license numbers, pay rates, and personnel files; 2) attorney-client privileged documents and communications; and 3) attorney-work product privileged documents and communications. Angeles is continuing to try to locate additional responsive documents. To the extent that additional responsive records are located, Angeles will supplement their response. Nothing in this response should be construed as a waiver of any employee personal, attorney-work product, attorney-client or any other privileges that may apply to any records of Angeles. Subsequent to this initial disclosure, Angeles will be producing a privilege log containing a list of all attorney-client and attorney-work product privileged documents withheld. Due to the volume of employee records located and withheld due to the records containing employee personal privileged information, Angeles would request to meet and confer with opposing parties regarding disclosure of the employee records.

6.2.3 **Damages:** Angeles is still trying to quantify the extent of the damages for cleanup and testing of contamination caused by McKesson. Furthermore, Angeles is still assessing the full extent of the subsurface contamination and cannot estimate the amount of costs associated with remediation of the site and/or diminution of value of the business/property. Contained within the documents being produced by Angeles are the records of sales by Angeles, the invoices for historical testing and remediation on the property, and business losses suffered by Angeles Chemical Company, Inc. that support, in part, Angeles' damage claims. Angeles is still searching for additional

1 records related to the full nature and extent of the damages suffered. If Angeles is able  
2 to quantify the full nature and extent of the damages prior to trial, Angeles will  
3 supplement their response.

4 6.2.4 Insurance: Per the request of counsel for Sorkin et al. and McKesson et al., Angeles  
5 is not producing copies of their insurance policies as required by FRCP Rule 26, but  
6 instead is producing an index of the insurance policies, (attached as Exhibit 3). To  
7 the extent that any party wishes a copy of a particular listed insurance policy, Angeles  
8 will produce a copy of the policy, to the extent that Angeles possesses a copy of the  
9 policy. Angeles is continuing to investigate and search for additional insurance  
10 policies and will supplement Angeles' insurance index if additional insurance policies  
11 are located.

12 The foregoing is initial disclosure mandated pursuant to FRCP Rule 26 and Local Rule 6.  
13 Nothing in this initial disclosure should be construed by a waiver or admission by Angeles of any of  
14 the claims asserted by Angeles or counter-claims asserted by McKesson. Additionally, Angeles is still  
15 in the process of locating additional information that may be subject to disclosure pursuant to FRCP  
16 Rule 26. To the extent that additional information is located, Angeles will supplement their initial  
17 disclosures.

18 TRUTANICH • MICHEL, LLP:

19  
20 Dated: June 20, 2002

21 Jeffery L. Caulfield  
22 Jeffery L. Caulfield  
23 Attorneys for Plaintiff and Counter-Defendants  
24 Angeles Chemical Company Inc., John Locke, and  
25 Greve Financial Services, Inc.  
26  
27  
28



**EXHIBIT "1"**

Name	Last Known Address	Phone	Job Description	Hire Date/Yrs. Employed
Aguilar, Rafael	3314 Hunter St., #237, Los Angeles, CA, 90023	(213) 246-6346	Shipping/Receiving	5/2/95
Aiello, David				12/1/94
Alvarez, Elva	4821 San Gabriel Place, Pico Rivera, CA 90660	(562) 699-7188		6/1/00
Anthony, John				6/13/90
Arballo, Phillip	3026 Pinefalls Dr., W. Covina, CA, 91792	(909) 468-9498	Warehouse	3/1/96
Argueta, Albert	2316 1/2 W. Cleveland Ave., Montebello, CA, 90640	(213) 724-7612	Material Handler	11/30/94
Arreola, Doroteo				3/2/87
Ayala, Veronica	12045 East 169th St., Artesia, CA, 90701	(562) 404-5648		8/16/99
Bailey, Michael				4/1/91
Barnes, Otha				10/1/90
Barry, Laurie				10/17/83-10/84
Beil, Ronald	14602 La Condesa Dr., La Mirada, CA, 90638	(714) 994-2769		3/2/72-3/6/72
Benson, Jay				5/16/86
Benson, Jeanette				8/1/79
Berg, Robert	RT 1 Box 71-A, Paso Robles, CA, 93446		Secretary/Treasurer	2/2/71
Bernal, Anna Maria	15814 Landmark Dr., Whittier, CA, 90604	(562) 943-8494	Warehouse	6/6/00
Biggs, Richard				11/27/89
Bland, Marshall				2/1/93
Bonilla, Ricardo	5837 Loveland St., Bell Gardens, CA, 90201			8/1/88
Bortz, Steve	5915 Chimineas Ave.	(818) 705-3703		4/4/00
Burtis, Gregory	2901 E. Yorba Linda #33, Fullerton, CA 92631	(714) 840-2799	Sales Agent	6/1/88
Campos, Arthur				12/7/87
Carter, Jody				12/7/81
Casebeer, Jennifer				7/1/1984-7/7/86
Chapman, Leatrice	7015 7th Ave., Los Angeles, CA, 90043	(213) 778-5885		10/1/86
Chavez, Antonio				10/1/86-6/90

Contreras, Andre				7/5/92-1/7/93
Corson, Sidney				12/1/88-6/90
Cuen, Mario	6400 Colmar Ave., Bell Gardens, CA, 90201	(213) 560-3538	Plant Worker (Driver?)	10/31/94-7/96
Custer, Robert	6800 NW Concord Drive, Corvallis, OR 97330	(541) 745-3994	President - Samson Chem. Co.	4/1/91
Dalke, Daniel	8586 SE 72nd Ave., Portland, OR, 97206		Shipping/Receiving	12/1/86
Davidson, James				4/10/89
Deloye, John				4/1/91
Ellis, W.H	904 McCarthy Ct., El Segundo, CA 90245			
Elias, Robert				6/1/85
Escalera, Miguel	513 Portola St., San Dimas, CA, 91773	(909) 592-7021	Warehouse	
Escobar, Roman	8320 Summerfield Ave., Whittier, CA 90606			
Estes, Bonnie	13302 Allegan St., Whittier, CA, 90605	(310) 944-8383		4/5/76
Estes, Hugh				3/1/90
Fajardo, Francisco	11924 Louis Ave., Whittier, CA, 90605	(562) 754-1392		10/31/94
Fastiggi, Michelle				10/30/89
Faulk, Terri	16207 Eucalyptus, Bellflower, CA, 90706	(562) 920-2220		95???
Ferres, Jo Ann				7/1/85
Files, Kristin	478 W. Adams Park, Covina, CA, 91723	(818) 915-1351	Safety Health Environment Mgr.	8/4/92
Flores, Jose				6/1/81
Froelich, James				7/1/87-1/90
Garcia, David				4/18/88
Garcia, Richard				7/22/91
Gijon, Georgina	6018 Gloucester St., Los Angeles, CA, 90022	(213) 727-7846	Machine Operator	10/1/86
Gonzalez, Carlos	3272 Vineland, Baldwin Park, CA, 91706	(818) 334-7796	Warehouse	4/5/00
Gutierrez, Reynaldo	10648 Meadow Rd., Norwalk, CA, 90650	(562) 868-1761	Industrial Lead	1/1/99
Gutierrez, Richard	2053 S. Plum Ave., Ontario, CA 91761	(909) 947-2327	Truck Driver	5/1/00
Gyerman, Janette				9/1/86



Haskell, Marian				4/1/91
Head, William				4/23/91
Hernandez, Cesar "Edward"	11840 Greyford St., Whittier, CA 90606	(310) 945-4625	Production Manager	5/18/90
Hernandez, Jeanette	650 Sandy Hook, Los Angeles, CA, 91744	(818) 918-0364		2/1/96
Hernandez, Manuel	14808 Tacuba Dr., La Mirada, CA, 90638	(310) 944-1276	Driver	6/6/89
Howard, Fred				4/1/85
Huitron, Jose	1464 Meeker Ave., #139, La Puente, CA, 91746	(818) 859-9988	Plant Worker	8/14/9-5/7/96
Hutton, Candi	11527 Vaga Ave., Whittier, CA 90604	(909) 622-2738		9/1/77
Hutton, Jason	1235 W 9th St., Pomona, CA, 91766		Chemical Technician	6/21/05
Hutton, Shauna				6/21/91
Ingram, Lori	11069 Belfair St., Norwalk, CA, 90650	(310) 868-1931	Order Desk	2/7/95
Isaacs, Carolyn	4073 Santa Lucia, Orange, CA 92665			
Johnson, Cynthia				5/18/92-7/31/92
Kight, Chuck				5/1/87-1/90
Kilheimer, Thomas				10/1/86
Knight, Lateef	1557 W. 145th. St., F, Gardena, CA, 90247	(310) 527-2752		7/99
Laniel, Larry				5/10/91-7/3/91
Lara, Victor	1009 S Vancaver Ave., Los Angeles, CA, 90022			5/8/00
Ledezma, Felipe				3/1/89
Leon, Louis	12122 Lakeland Rd., Norwalk, CA, 90650	(310) 863-0929		4/5/00
Locke, James	1682 Whitefield Rd., Pasadena, CA, 91104	(818) 794-4785	Operations Mgr.	5/20/85
Locke, John	20449 Rancho Los Cerritos, Covina, CA, 91724	(818) 331-3947	President/CEO	11/1/71
Lopez, Arthur				10/1/86
Lopez, Luis				1/1/85
Lopez, Roberto	10121 Pinehurst Ave., Southgate, CA, 90280		Truck Loader	5/2/70
Mahoney, Tim	9725 Armley Ave., Whittier, CA 90604		Controller	6/12/05

Marca, Gary				1/2/92-2/7/92
Martinez, Anotonio				1/87-12/88
Martinez, Peter				7/30/90-11/30/90
Matthews, Glenn	285 South Laurel, Brea, CA, 92621	(818) 913-0164		2/3/97
McClendon, Raymond				8/1/84
Mejia, Rudy	809 Vineyard Ave., Duarte, CA, 91010	(818) 358-5486	Driver	3/20/95
Melendez, Evelyn				9/19/83
Mendoza, Ronald				10/31/94
Merling, Ricardo	209 W. Central Ave, Apt. "C", Monrovia, CA, 91016	(818) 303-7762	Driver	2/26/96
Milan, Raul				4/18/94
Miller, Gale				12/28/87
Miller, Lonny				4/2/90
Mina, Charlie				1/20/94
Minikus, Jane				7/28/92-12/18/92
Molina, Daniel				5/28/85
Monzon, Rene	10118 Laurel Ave, Apt. "F", Whittier, CA, 90605	(310) 941-8263	Truck Loader/ Chem. Tech.	7/1/91
Morales, Mike	8816 E. Bermudez St., Pico Rivera, CA, 90660	(310) 948-2607	Warehouse	8/26/96
Morris, Robert				5/26/92
Munguia, Mercedes	7300 Florence Ave., #23, Downey, CA, 90240	(562) 927-6880		4/8/00
Muysken, Donna				3/1/94
Navarrete, Richard	8725 Stewart/Gray Rd., Downey, CA, 90240	(626) 945-3909		
Nelson, Warren				5/1/85
Nunez, Sabino				7/1/88-6/90
Ojeda, Alfonso	653 S. Findlay Ave., Los Angeles, CA 90022		Warehouse Supervisor	4/3/00
Orozco, Daniel	1705 Neil Armstrong St., #109, Montebello, CA, 90640	(213) 724-4046	Production Worker	1/29/96
Orozco, Paul	325 N. 4th Street, Apt. "G", Alhambra, CA, 92801			95?9?
Paez, Ricardo				10/1/86
Payne, Marke	2662 Maxson Rd., El Monte, CA	(626) 443-2937	Laborer	7/98
Peters, Christopher				6/1/86

Phillips, Joann				7/29/85
Pierce, Robert				10/1/86
Plawin, Edmund				3/1/85
Pozo, Ariel				6/6/91-6/14/91
Quezada, Marvin	1228 S Leland Ave., #45, W. Covina, CA, 91790	(818) 337-6494	Dockworker	10/24/94
Quinn, Peter				10/15/84-11/85
Quintero, Guillermo	1707W. Tudor St., Rialto, CA, 92397	(909) 428-6042	Driver	10/10/94-2/13/96
Ramirez, Vincent				5/1/90-12/7/90
Regan, Gerald				1/1/89
Reynoso, Rudy	1203 Peck St., #13, Compton, CA, 90221	(310) 635-2779		9/27/99
Rios, Shawn	719 N. Del Valle, La Puente, CA, 91744	(818) 336-4379		12/18/95
Ritchie, Timothy				1/24/90-4/27/90
Robles, Federico				10/31/94
Rodriguez, Rudy	440 W. Spruce St., Compton, CA, 90220	(310) 635-8684		5/1/95-7/96
Rosas, Roberto	4656 Myrtle St., Pico Rivera, CA, 90660		Driver	
Rosenthal, Arnold	10350 Wilshire Blvd., #1204, LA, CA 90024			
Ruiz, Oscar	11330 Fredson St., Santa Fe Springs, CA, 90670	(562) 695-8233	Production Worker	
Saavedra, Evelyn				9/1/83
Salazar, Jason	14476 San Ardo Dr., La Mirada, CA 90638	(714) 523-5869	Shipping/Receiving	11/27/95
Salazar, Vincent	4112 Fox Lake Ave., W. Covina, CA, 91792	(909) 839-0079	Truck Driver	8/15/97
Sanchez, Andy	702 N. Cassen, Ontario, CA, 91764	(909) 988-7566	Driver?	1/6/97
Sanchez, Isidro	16251 Woodruff Ave., #46, Bellflower, CA, 90706	(310) 866-1470	Production Worker	7/1/96
Sarabia, Alberto				10/31/94
Sarabia, Jose	216 S. Gage Ave., Los Angeles, CA, 90063	(323) 269-0060	Machine Operator	6/1/00
Scott, Anthony	3342 Winterhaven Dr., La Verne, CA, 91750			6/15/92
Sepeca, Alex				3/21/88
Sheets, Paul				10/19/87



Slivkoff, Mike	15054 Cedar Springs Dr , Whittier, CA, 90603	(310) 696-9343		1/11/89
Smith, Donald	2028 Via Encanto, Lomita, CA, 90717	(310) 539-8361	Sales	4/1/91
Smith, Margaret	12120 Hayford, Norwalk, CA, 90650	(310) 868-2010		10/10/86
Sotelo, Frank	9646 Briarfield St , Pico Rivera, CA, 90660	(310) 695-0883	Production Worker	7/95
Spence, Eldon	3939 S. Budlong, LA, CA 90037			10/1/86
Suazo, Luis	13933 Lubican St., Baldwin Park, CA 91706			12/7/93
Topete, Miguel				10/1/86-11/89
Tracy, John				5/1/84
Trejo, Gilbert	135 S. Park Ave., Montebello, CA 90640			12/1/93
Trudeau, Robert	1140 Spring Meadow, W. Covina, CA 91791			
Turner, Jackie	13812 Lancelot Ave., Norwalk, CA, 90650	(310) 868-2813	Cust. Service	10/10/86-12/96
Uribe, Pablo				4/1/90
Valente, Woody	94-1043 Hapapa Street, Waiapuha, HI, 96797		Sales	5/1/95
Veal, Percy				4/3/89
Veal, Rosevelt	140 W Imperial Hwy., LA, CA 90061	(213) 757-1992	Plant Supervisor	1/23/89-7/92
Villegas, Juan	17517 Boulay St., La Puente, CA, 91744	(818) 912-3406	Inventory Clerk	12/1/96
Wamboit, Melissa				12/19/88
Watson, Joseph				10/1/86
Watson, Mark	30150 Kenmore Ave., #308, Los Angeles, CA, 90020	(213) 418-8581	Leadman	6/13/94
Wheeler, Javan				5/4/90-5/18/90
Wilmoth, Eugene	655 Baker St., Apt "C112", Costa Mesa, CA, 92626	(714) 631-2779	Sales	11/1/93
Winnick, Robert				4/1/91
Woods, Earmon				10/1/86
Yepix, Richard	10430 Rose Hedge Dr., Whittier, CA, 90606			
Younger, Alonzo	1907 N. Deerpaal Dr., #441, Fullerton, CA, 92631	(714) 996-8713	Sales Rep	1/1/94

<b>Staffing/Temp. Companies</b>				
Elite Personnel Services				
Headway Staffing				
Independent Temporary Personnel				
Preferred Personnel				
Rite Way Staffing				
Staff Control Inc				
Staffmark				
Tandem Outsource Intl				
The Right Man				
Transtaff				
X-TRA Help Inc				

## EXHIBIT 2



Box #	Type of Box	General Description of Contents
1	Bankers	Award Plaques
2	Bankers	Accident (3/99) ; RDP Program; Emergency Response Plans; Camping Fuel Law Suit ; DEA File; Personnel Handbook(99); Tax Returns in Manilla envelopes from CPA (16 envelopes); Distributor Price Lists/Vendors; (some documents withheld for privilege)
3	Bankers	Orchard Supply Hardware (OSH) files: Invoices; Truck Bills of Lading; Delivery Receipts;
4	Bankers	Orchard Supply Hardware (OSH) files: Invoices; Truck Bills of Lading; Delivery Receipts
5	Bankers	Orchard Supply Hardware (OSH) files: Invoices; Truck Bills of Lading; Delivery Receipts
6	Bankers	Ledger titled "Angeles Bortz Samson Book #5 1999" : Green Invoices. Sparkletts Invoices; SC Air Quality Mgmt. District Permit Renewals; System Transport (Chem. Transportation records); St. Paul Software; Staples; SW Oil & Chem.; T & R Chemicals; Target Express Invoices; The Right Man (temp labor); Wall St. Journal; Traditions Enterprise Inc. Invoices; Trail Chemical Lease Invoices (RE: property at 9904 Gidley St....warehousing of paint; solvents & vehicles); Teletrac; Tandem Outsource Intl. (temp labor) ; Transchem; Inc.; X-TRA Help Inc. (temp labor) ; TIG Insurance Co. (some documents withheld for privilege)
7	Bankers	Price lists; thick file of assorted faxes; OSH log; Material Safety Data Sheets (MSDS); Items faxed for John Locke; Green Invoices; Daily Inspection Reports; Address book for John Locke, Menus; Interoffice Memos; Acct. Receivables Reports (2000); System Transport Invoices; MSDS Sheet Requests via fax; Webec.com Received docs
8	Bankers	Orchard Supply Hardware (OSH) files: Invoices; Truck Bills of Lading; Delivery Receipts
9	Bankers	Employee Insurance Forms/Records/Apps ; 1996 W-2s ; Safety Handbooks; Safety Administrative Handbooks; MazMat Manifest Training; Insurance docs 1999; (some documents withheld for privilege)
10	Bankers	Orchard Supply Hardware (OSH) files: Invoices; Truck Bills of Lading; Delivery Receipts
11	Bankers	Orchard Supply Hardware (OSH) files: Invoices; Truck Bills of Lading; Delivery Receipts
12	Bankers	Rolodex; Address Book; Info. About materials and solvents; price changes; old floppy disks; Aging Reports; Material Safety Data Sheets (MSDS); (some documents withheld for privilege)
13	Bankers	Drivers logs; tickets; environmental publications; NPCA; safety information; CHP inspection reports ; DMV Files; Xerox Correspondence; US Filter; Pitney Bowes; 7/18/95 on-site accident ; 2/4/99 poison incident ; AQMD Technical Guidance Document for Title V; AQMD Permits & Regulations; Tank Permits ; 1996 & 1997 Drivers' Logs; Hasmat Inventory Sheets; (some documents withheld for privilege)
14	Bankers	Orchard Supply Hardware (OSH) files: Invoices; Truck Bills of Lading; Delivery Receipts
15	Bankers	Misc. yellow invoices 1999 (Shell; GE; Norton Packaging; Matheson; & others); Expense Reports for Alfonzo Younger

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16	Bankers	Binder: 1992 Cal. Underground Storage Tank Conference; Binder: Horner EZY-CHEK leak detector; Binder: Underground Storage Tank Tightness Testing; Binder: NACD Index; Binder: Material Safety Data Sheets (MSDS); Binder: 1994 Underground Storage Tank Conference; Binder: Data Charts for Tank System Tightness Tests; Lists of CA licensed tank testers and tank testing companies	
17	Bankers	Employee Records S-Z & Employee Insurance Records; (some documents withheld for privilege)	
18	Bankers	Employee Records A-S; (some documents withheld for privilege)	
19	Bankers	Old Accounting Reports (1976 - 89); Corporate Income Tax Returns; Valuation Reports; Acct. Reports from CPA	
20	Bankers	1999 Orchard Supply Hardware (OSH) files: Invoices; Truck Bills of Lading; Delivery Receipts	
21	Bankers	Yellow Invoices (Alpha by Co) A-C	
22	Bankers	1999 & 2000 Invoices; Accounting Ledger	
23	Bankers	Hazmat License; USI Vehicle Registrations; USI Insurance; Hanover Insurance; Motor Carrier Permits; Certificates of Insurance; AQMD Permits for suburban Tanks; Cananwill Insurance; Forklift lease; Trail Chem. Co. Contract; Bortz Acquisition docs(legal); Hazmat Manifests; Bortz Material Safety Data Sheets (MSDS); Green Products Co.; Dept. of Transportation Inspection; Fire Dept file (inspections/correspondence/results); Hazmat classification guide & code definitions; SCS Engineering (info. about tanks); Certificates of underground storage tank system testing; Masson Industries; The Henry Co.; Checks/payables in envelopes/not sent; 5 computer backup disks; (some documents withheld for privilege)	
24	Bankers	Safety Files (NPCA); Insurance; DTSC Payments; Employee Records (OSHA); Shell Chem. Safety Guide; S. Coast Air Qual. Mgmt. District; OSH Invoices; Small Claims Info; Citations Pending; Employee Insurance; Vision Service Plan; Pacificare 1997; AFLAC 1997; TriWest Insurance Services 1997; (some documents withheld for privilege)	
25	File	Accounts Payable 1996 U-Z	
26	File	AIP Fir-Z 1997 (Invoices; packing slips); Employee Expense Acct. Reimbursement checks; (some documents withheld for privilege)	
27	File	Acct. Payables G-N 1999; John & James Locke Expense Acct. Records	
28	File	Dunn-Edwards Files #15-32 (1997); Invoices and Delivery Receipts	
29	File	1996 Accounts Receivables/Invoices (Aug-Dec)	
30	File	1997 Orchard Supply Hardware (OSH) files: Invoices; Truck Bills of Lading; Delivery Receipts	
31	File	1997 Invoices (She-Uni); Invoices; Shippers Bills of Lading	
32	File	Inventory Reports; Production Reports; Stock Status Reports; Tag Variance Reports 10/92-12/96	
33	File	Invoices/Accounts Receivable 1997 O thru Spectru; Claim forms for Damaged cases (some documents withheld for privilege)	
34	File	Invoices/Accounts Receivable 1997 Dunn thru F; Several invoices pulled due to DL# written on them	
35	File	Invoices/Accounts Receivable 1999 E thru G; Invoice with an attachment detailing a case that leaked; Several invoices pulled with DL# written on them (some documents withheld for privilege)	



36	Bankers	Blue Folder (Arcosolv PTB Solvents); '96 Environmental Progress Reports; 4/95 Angeles v. Watson - forklift accident (pulled); 12/21/94 Accident - Guillermo Quintero & David Maytum 1/23/94 Accident - Truck 40 12/27/95 Accident - Rudy Mejia Accident - Bortz v. Hyzone Corp. Accident # 94-0826 - Kadubec v. Paik; Accident 93-0716 - Watts v. Chautau; 1992 Accident #92-0116: Richard Garcia; 10/90 Accident: Truck v. BMW ed); Accident 9/7/90 (pulled); Accident 2/22/92; Accident #91-0723: Ricardo Bonilla; Accident #93-0902 - Temp v. Diane Jackson; AFLAC Insurance; American Driver Leasing driver proficiency forms; 1993 citations; 1994 citations (pulled); 1991 citations; 1991 citations; 1997 citations; Consumer Product Safety Commision (pulled); Cosmetic Insurance Services (pulled); Crawford Liability Audit 1996 (pulled for employee info); Cumbre Insurance Services; 1992 DHS Inspection; Dept. of Energy file; Dept of Health Services v. Anchem; Dept of Transportation (DOT) Hazmat Cert. of Registration 1995-96; 5/3/96 DOT Inspection; 10/93 DOT Inspection (pulled); DOHS Hazardous Waste Disposal Manifest; DOT Safety Guides; 8/96 DOT Inspectio	
37	File	1997 Accounts Receivable; Cash Receipts	
38	File	1999 Accounts Payable S-Z; System Transport (some items pulled for DL#'s); TIG Insurance Co. Transtaff TriWest Insurance UPS Truck Leasing (some documents withheld for privilege)	
39	Bankers	Samson Files (3/95; 2/95; 1/95; 12/94; 11/94; 10/94; 9/94; 8/94; 7/94); '98 Fed. Corp. Income Tax Return 1999 Stock Evaluation; '99 Comerica Statements; '99 Petro America Invoices; '98 Kern Oil & Refining payables; '96 Home Depot Invoices; '96 Business Property Statements from the county; '97 Bank of Whittier statements	
40	Bankers	96-'98 Monthly Reconciled Check Register ledgers; '98 Accounts Payable Ledger; Binder: Shell BlendPro Software 4.0 User Guide & Disks; '98 Sprinkler piping blueprint/site plan by Allan Automatic Sprinkler Corp.; Brochure for Crandall Filling Equipment; 3M Data Tape labeled "Batch ISSA B.T. NEW"; Copy of '97 Angeles articles of incorporation; '97 Dun & Bradstreet Business Information Report of Angeles Chem.; 5 videotapes ("The Wercks": MSDS Module training videos); approx. 15 data backup tapes; IBM computer docs	
41	Bankers	1998 and 1999 Orchard Supply Hardware Invoices & Bills of Lading	
42	Bankers	1999 Comerica Bank Statements; CA Air Resources Board file; South Coast Air Quality Management District file; misc. scientific files	
43	Bankers	Health & Welfare Agency info re: prop 65; stock ownership plan F&D company - insurance emissions report SFS Fire Docs; SFS Police relations; Safety Net Driver Inspection Spill Report Air Qual. Mgmt. District (SCAQMD) Info & Permits; SCAQMD notices to comply; SCAQMD board mtg.; SCS Engineers waste disposal Liberty Mutual Insurance Soil & Ground Water Investigation Dept. of Health Services State Compensation Insurance Fund ACORD Cert. of Insurance Loss Control Status Reports; VERLAN Fire Insur. HSE Audit '93 Workers Comp Insur. Zenith Insur. safety mtg. roster/training info; Transtaff temps Union Carbide; UPS info (some documents withheld for privilege)	
44	Bankers	Contains legal docs for cases from '96 to '01 (some documents withheld for privilege)	
45	Bankers	1998-1999 Pink Invoices & Received Checks	



46	Bankers	1999 Accounts Payable U-Z; USI Insurance Union Carbide Corp. (pulled for DL#s); UPS Truck Leasing (some pulled for DL#s); US Container Corp; US Can Co.; Viking Freight Sys.; Vecta Transport; Vulcan Chem.; Vortex; Vision Service Plan (pulled for SSN's); WH Ellis; Wells Fargo Statements; Waste Management; Xerox; Xtra Lease; Yellow Freight Systems	
47	Bankers	82 Connecticut General correspondence; '78 CG Money Market & Income Fund; '80-'82 Acquisitions; '90 NACD Balance Sheets; '91 Construction Proposals; '91 Joint Venture Agreement between Samson & Angeles; '92 Joint Venture Agreement between Angeles & Certified Coatings; '91 Balance Sheet; '90 Acct. Report; Balance Sheet; Income Statement; '92 Balance Sheet & Income Statement; '86 Acct. Report; '88-89 Balance Sheet (some documents withheld for privilege)	
48	Bankers	'96 payroll log sheets; '94 CHP cargo tank registration; CHP Hazmat transport licenses; CHP information bulletins; CHP vehicle inspection reports; '95-96 Chemical Diversion & Trafficking Act info; '96 Chemtrec correspondence; State of CA v. Angeles/Espinoza OSHA Injury & Illness Prevention Program; CAL/OSHA MSDS; Cal. EPA Chemical Gross Index; Cal EPA info; Boutell v. Angeles; '95 Bortz v. Golden Eagle Insurance; '94 Baxter v. Angeles Bay Area Air Quality Management District Rules & Regulations; As You Sow v. Anchem; '96 (some documents withheld for privilege)	
49	Bankers	2000 Payables P-S; Principal Life Insurance Rite Way Staffing Rollins Leasing (pulled for DL#s); Rhino Container; Rieke Corp.; Ring Can Corp; Plastic Ind.'s; RXI Plastics; SCS Engineers; Shell Chem. Co.; So. Cal. Edison; S. Coast AQMD; Staffmark System Transport (pulled for DL#s); Preferred Personnel	
50	Bankers	Contents of John Locke's office (box #3): Attorney docs. ESOPs. Bortz products info; distributor agreements; misc. correspondence; Los Angeles Chemical Co. Asset Purchase Agreement 2000 correspondence w/ creditors; 4/95 & 4/94 Financial Statements; 2000 ESOP; 2000 Sales Projections; photocopies of Cash Flow & Balance statements; '99-00 insurance docs; '98 underground storage tank closure plans Communities For A Better Environment vs. Anchem Legal docs RE: site closure '00 Fire dept correspondence '01 People v. John Locke El Monte Warehouse contract '99; 2001 Anchem/Los Angeles Chem. Co. Sales Agreement & Escrow Docs 'Environ' docs re: site remediation due to co. sale (some documents withheld for privilege)	
51	Bankers	Accounting Reports; Financial Statements & Corporate Income Tax Returns from 1989 to 1998; '99 Employee Time Cards & Payroll Worksheets W-2's & 1099's from '88 to '95 Phone Bills; Yellow Page Advertising; 96/97 legal 92-94 legal '96 ESOP	
52	Bankers	2000 Invoices/Accounts Receivable	
53	Bankers	1971 Articles of Incorporation; Loan Docs; Underground Storage Tank (UST) Cleanup Fund packets (91-94); '96 property appraisal; '98 plant construction docs Masson Industries file re: 99-00 plant construction (some documents withheld for privilege)	

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54	Bankers	Blue Binder: Employee Compensation Report Ledgers: '99 & '00 Accts Receivable; '00 Aged Open Item Balances; '98 Sales Tax Adjustment; '98 1099's White Binder: 1998 Insurance Carriers '97; '98; & '99 State/Fed Tax Docs; photocopies of misc. invoices; '96 Home Depot Invoices; '01 Corp. Income Tax Return State & Fed (some documents withheld for privilege)	
55	Bankers	Blue Binders: Balance Sheets from the 90's; '93 Accounting Reports; 2 big black binders: Employee Payroll files from Automatic Data Processing Inc. '95-96 Stallion Tank Lines (STL) Tax Returns; '94 STL Bank Statements; '91 Saramco/STL Agreements; '96 STL Assets (some documents withheld for privilege)	
56	Bankers	98 Accounts Receivables/Invoices; '93 L & B Joint Venture Bank Statements; '96 L & B Mortgage; '89-'93 L&B Cash Disbursements; '95 L&B Finances; '96 Commissions; L & B Joint Venture check book	
57	Bankers	94 VISTA site assessment plus report <--from the EPA's database of uncontrolled/abandoned hazardous waste sites near co.'s property; 2000 Dept. of Toxic Substances Control docs re: remediation of former McKesson facility 1992 HLA report re: McKesson facility Old Rolodex; 1998 pink copies of checks; 1999; 2000 large ledger of phone calls; misc. '99 faxes: primarily MSDS sheet requests; Webec.com received documents '00; phone rolodex (some documents withheld for privilege)	
58	Bankers	Payables 1999 & 2000; Matheson Fast Freight Headway Corp. Staffing Fred Haines & Co.; Mountain Valley Express; Petro America; Powerlift Corp.; Masson Industries spill containment (some documents withheld for privilege)	
59	Bankers	2000 Payables D-I; Dept of Toxic Substances Control Elite Personnel Services Environmental Claims Administrators Headway Corp. Staffing	
60	Bankers	1/21/00 Inspection by Dept. of Toxic Substances Control 11/99 Fire Dept inspection report Storage Tank Closure Requirements Fire Dept correspondence '98-'00 '98 map of contaminant concentrations on Anchem property TriWest Insurance Services invoices USI Insurance docs '96 9/97 Greve/Ramirez v. Bortz '98 McMillan v. Anchem '95 Coatings Resources v. Samson '92 & '96 DBA filings; Consumer Product Labels; '96 DOT v. Anchem '95 DOT Inspection '95 Greve v. Anchem Innosoft software contract and correspondence (some documents withheld for privilege)	
61	Bankers	1999 Pink Invoices and Checks	
62	Bankers	Invoices 1999 P-S; Preferred Employment; Principal Insurance; Staffmark; (some documents withheld for privilege)	
63	Bankers	Brochures from Coatings Industry Services Inc.; As You Know/Prop 65 Legal docs '96 Fire Insurance '96 Misc. Interoffice Memos & Faxes; '97 Ohio Warehouse file; '94 Fire Prevention Plan; Anchem/Bortz Letterhead; '94 Sales Commissions; Employee Stock Ownership Plan Deductible Recoveries (some documents withheld for privilege)	
64	Bankers	2000 Accounts Receivables; misc. '00 Bills of Lading; Onge v. Bortz '94 attorney invoices misc. faxes for John Locke; including legal docs Bortz Price Lists; '98 Onyx Corp. checks; 1/95 Employee File Employee time sheets 1/23/96 Fire Material Safety Data Sheets (MSDS)	

65	Bankers	Sales Forecasting; Fred Howard resume Wells Fargo Interest '98; Executive tax Report Newsletters 1985-87; '82 & '83 plant hours - employees videos; solvents; coatings care; sales/marketing materials; acct. printouts '82; Spill Report JGL 1992 1990 Material Safety Data Sheets (MSDS); '93 Unaudited balance sheets; '96 OSH EDI info; '85-'86 board mtg. minutes; People v. Angeles Chem. '01 IBM Lease; Sale of property in Santa Fe Springs '01 state of CA articles of incorporation '92; Mercury Insurance Lawrence C. Meyerson law office (some documents withheld for privilege)	
66	Bankers	79 LA Sovent Co. balance sheets; 2 manilla envelopes (taxes from '75 & '79...pulled); Ledger: '95 Anchem products purchased by customer; misc. correspondence; job safety handbook; employee information updates (some documents withheld for privilege)	
67	File	1999 Invoices A through Du (Dunn Edwards #14)	
68	File	1997 Accounts Payable A-Fed; '97 State Board of Equalization file Burke Williams & Sorenson law firm file '97 Dept. of Toxic Substances file	
69	File	1998 Invoices/Accounts Receivable (A-F)	
70	File	1996 Invoices/Accounts Receivable (J-O)	
71	File	Orchard Supply Hardware (OSH) 1998 Invoices	
72	Bankers	Machine & Tool Manuals; Guides & Brochures; Westrux Vehicle Maintenance Agreements; Chempax file (Chemical Manufacturing & Distribution Software); McNeil Security file; '87 Workers Comp.	
73	Bankers	ENTIRE BOX OF LEGAL CORRESPONDENCE WITHHELD ON PRIVILEGE	
74	Bankers	Security Checklists; Office Procedures; SCS Engineers UPS Truck Leasing (pulled for driver info); Material Safety Data Sheets (MSDS); Misc. Invoices; Lease Accept. Corp. Shell Chem. Co. Software agreement; Deductible invoice 401Ks CHP Report Customer List; Motor Insurance (some documents withheld for privilege)	
75	File	1997 Dunn Edwards Corp. Invoices (files #33 to #59)	
76	File	1997 Accounts Payable/Invoices N-S; Pacificare Preferred Personnel Principal Mutual Insurance (pulled; Schuyler attorney (some documents withheld for privilege)	
77	File	1999 Accounts Receivables G-L	
78	Bankers	1979 Southern Pacific Transportation Company freight bills and correspondence; 1975 Penta Pacific Properties docs re: purchase of Sorenson site; 1974 London Guarantee & Accident Co of New York 1982 Corrosion Technology Inc. underground tank report 1994 legal docs re: land purchase 1994 legal docs re: Prop 65 violation Folder: articles of incorporation; industrial lease; '84 board mtg. minutes '94 legal correspondence '93 Rohrbach v. Angeles (some documents withheld for privilege)	

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79	Bankers	TriWest Insurance '94 MSDS for Lacquer Thinner 666B; Consumer Product Labels; '93 Air Liquide file re: Easement project '75 legal docs re: easement '91 underground storage tank regulations '95 Merkitch v. Bolster Flooring '96 MSDS requests; '93 auto insurance '91 MultiChem case Nat'l Paint & Coatings Assoc. guides/bulletins; distribution permits; tank permits. drum filling procedures Public Utilities Commission correspondence re: Liability Insurance DMV tanker inspections: Rohrbach v. Angeles '91 Injury prevention guides; emergency response plans/procedures USI Insurance '94 FRA v. Angeles (some documents withheld for privilege)	
80	Bankers	1999 Payables/Invoices C-H; Headway Corp. Staffing HealthFirst Med. Group Gold Shield Distributors, Employee reimbursements/advances Dept. of Toxic Substances Control DMV Renewals; Crescent Truck Lines; Cypress Chemical Company (some documents withheld for privilege)	
81	Bankers	Misc. 2000 Account Payables/Invoices; Crescent Truck Lines; Rollins Leasing Corp.; Fred Haines Transportation; Shell Chemical Co.; S.C. Edison; System Transport; Gabriel Container Co.; Target Express; Matheson Fast Freight; Office Depot; Staffmark Tandem Labor Vulcan Chemicals; Headway Staffing; HealthFirst Preferred Personnel US Can Co.; Apex Drum Co.; Dept of Toxic Substances Control and others; (some documents withheld for privilege)	
82	Bankers	Employee Stock Ownership Plans; Stock Eval's. Pulled for privilege	
83	Bankers	2000 Payables/Invoices S-T; The Right Man Tandem/Outsource Intl Union Carbide (pulled for Driver's License Numbers); UPS; US Can Co.; USI Insurance US Container Co.; Universal Lift Gate; USF Bestway; Vortex; Viking Freight Sys.; Vision Service Plan Vulcan Chemicals; Westrux Intl.; WH Ellis; Waste Management; Wells Fargo; Westran Rentals Xtra Lease; hand-written insurance acct ledgers	
84	File	1996 Dunn Edwards Account Receivables (4/96 to 8/96); Yellow Invoices & White Bills of Lading	
85	File	1999 Misc. Accounts Receivable T-Z	
86	File	1998 Dunn Edwards Invoices (Account Receivables files #18-38)	
87	File	1996 Accounts Receivables/Invoices E-I; pulled several files for DL#'s	
88	File	1997 Cash Receipts (Pinks) Jan-July	
89	File	1997 Accounts Receivable G-H; several items pulled for driver's license number	
90	File	1997 Accounts Receivable A-D; several items pulled for driver's license number	
91	File	1997 Accounts Receivable H-P; several items pulled for driver's license number	
92	File	1996 Accounts Receivable O-Q	
93	File	Orchard Supply Hardware Accounts Receivable/Invoices 1998	
94	File	1999 Accounts Receivable/ Home Depot-Miracle Sealants; Commercial Credit Application with Social Security Numbers various items pulled for Driver's License Numbers. (some documents withheld for privilege)	
95	File	1996 Orchard Supply Hardware AR/Invoices; Accounts Receivable from some misc. other companies; several items pulled for DL#'s	

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96	File	1999 Accounts Payable O-S; Pacific Resource Recovery file Pacificare of California file Pro Transportation Invoice with Traffic Citation Price Costco Renewal with personal info PDQ Rentals file for Driver's License Numbers Petty Cash File Principal Mutual Insurance file Preferred Employment file Accounts Payable to Roberts Automotive with personal address Letter to Department of social services Rob R. Schuyler; PC file Underground Storage Tank plans (2) Select Personnel Invoice (some documents withheld for privilege)	
97	File	1996 Accounts Receivable D-E; several items pulled for DL#s	
98	File	1997 Orchard Supply Hardware (OSH) Invoices/Receivables files 0-180	
99	File	1996 Samson Chemical Company Green Invoices (Accounts Payable) Jan-Dec.	
100	File	1996 Accounts Receivable A-H; S-V; various items pulled for DL#s	
101	File	1996 Bortz/Sinclair Accounts Receivable for Sinclair paint. Several items pulled for DL#s.	
102	File	1999 Accounts Payable A-F; AFLAC Alonzo Younger expense report ESOP Benefit Systems Inc. State Board of Equalization Burke; Williams & Sorrenson attorneys Chemcentral (pulled for DL#s); Cananwill Inc. insurance Candi Hutton expense report Donald Smith expense report Dept. of Toxic Substances Control (some documents withheld for privilege)	
103	Banker	Misc. Invoices/Accounts Receivable 1999; Pacificare Documents Several invoices pulled with employee info on them	
104	Banker	Misc. Invoices/Accounts Receivable 1999; Staffmark invoices UPS truck leasing paperwork with DL# Computer info could not understand (some documents withheld for privilege)	
105	Banker	Misc. Invoices/Accounts Receivable General Motors Van Nuys 1984; Misc. Invoices for Onyx Corp. 1997; Fireman's Insurance Fund EPA Registrations/codes of Federal Regulations; Angeles vs Occidental Suit 1989 Camarillo vs Chemtech Suit 1991 thru 1993 Angeles vs Bortz Suit 1993 Rieger vs Angeles Chemical 1993 Paradise vs Specialty Coatings and Angeles Chemical 1991 (some documents withheld for privilege)	
106	Banker	Orchard Invoices/Accounts Receivable 1999 Nothing Pulled	
107	Banker	Misc. Invoices/Accounts Receivable 1999 Oct. thru Dec.; IRS tax information Invoices/Accounts Receivable to several attorneys Insurance information from Pacificare USI of Southern California Insurance Services Inc. and Zenith Insurance Invoices/Accounts Receivable from Staffmark EDD Headway (some documents withheld for privilege)	
108	File	1997 Orchard Supply Hardware (OSH) Invoices/Receivables	
109	File	1998 Production Reports/Batch Slips/Delivery Receipts; Silkscreening Production Reports (some documents withheld for privilege)	
110	File	1997 Accounts Receivable/Invoices A-G; several items pulled for DL#s	
111	File	1997 Batch Reports. Silk Screening Production Reports.	
112	File	1996 Accounts Receivable/Invoices Q-S; many items pulled for DL#s	
113	File	1997 Accounts Receivable/Invoices; pulled multiple items for Driver's License Numbers	
114	File	1997 Accounts Receivable (Green Copies) 4 File Folders March-June	



115	File	1998 Miscellaneous A - Evr-Gard, Evr-Gard Coatings Invoice with damaged/leaking containers; Multiple items pulled for Driver's License Numbers
116	File	1997 Accounts Receivable/Invoices S-Z; several items pulled for DL#'s
117	File	1996 Accounts payable, Crown employment agency, Colonial pacific leasing, Burke, Williams; and Sorensen City of Santa Fe Springs, Law offices of Beres, Charton, and Rovenger, Apex Drug, Co., Benefit Systems, ARC Chemical Division, AFLAC, (some documents withheld for privilege)
118		Thick Green Invoice Ledgers 1997
119	File	Misc. Files: Bad Debts folder, Files for several temp. labor agencies, Auto leasing contracts/agreements; Employee insurance enrollment forms, Provident Mutual Insurance, '89 Fire Dept correspondence, Donations from the '70's & '80's; EDD, auto insurance ID cards, LA County tax docs, L.A. Solvent Company acquisition '82, Legal documents for several cases, NACD bulletins; Nat'l. Paint & Coatings Association; SCS Engineers (some documents withheld for privilege)
120	File	1998 MSDS; Accounts Receivable Bortz-Sinclair #472-1565; Sinclair Paints Invoice for Leaking Paint Thinner, Note, Multiple items for Driver's License Numbers
121	File	1997 Accounts Payable V-Z; Check to Vincent Salazar, Vision Service Plan file, Check to Whittier Municipal Court for Citation, W.H. Ellis file, XTRA Help file (some documents withheld for privilege)
122	File	Thick Green Invoice Ledgers/Binders from 1997 (misc. companies)
123	File	Accounts Receivable, Pulled various items for Driver's License Numbers.
124	File	1997 Accounts Receivable/ R-Sin; Multiple items pulled for DL#'s
125	File	Accounts Receivable/Invoices 1996 A-S; several items pulled for DL#'s
126	File	Orchard Supply Hardware (OSH) Invoices 1998
127	Bankers	1981 Documents and Brochures including: general stock plans; company income reports; retirement plans; company objectives, Arnold H. Hoffman documents on storage tanks and EPA guidelines, Some personal and vacation plans also mixed in.
128	Bankers	1997 McMillan v. Angeles, '97 Golden Eagle v. Angeles, South Coast AQMD docs/correspondence; Fixed Roof Tank Calculation Worksheets; ESOP docs
129	File	1998 Accounts Receivable; Orchard Supply Hardware.
130	File	1996 General Journal Voucher entries; '97 gasoline logs; Workers Compensation reports, handwritten accounting spreadsheets; employee time sheets, invoices from various temp agencies, '99 sales agent, commissions to be paid (some documents withheld for privilege)
131	File	1996 Payables; Independent Temporary Personnel, Pacificare, Principal Mutual.
132	File	1998 Payables V-Z; Vision Service Plan, WGI Solutions - temps, XTRA Help time sheets & invoices (some documents withheld for privilege)
133	Bankers	'96 Onyx Batch Slips; '96 Production Reports; Quality Control Reports; '96 Silkscreening Production Reports; '96 Inventory Status & Activity Reports.
134	Bankers	2000 Sales Agent Profit Reports
135	File	1999 Dunn Edwards Invoices files #15-32; some items pulled for Driver's License Numbers



136	File	1999 Dunn Edwards Invoices files #33-59; some items pulled for Driver's License Numbers	
137	File	Material Safety Data Sheets (MSDS) for Bortz & Shell Chemical	
138	Bankers	Orchard Supply Hardware Invoices 2000 #560-890; 2000 Crescent Truck Lines invoices	
139	Bankers	Bill Ellis's Stuff 2 of 2/ MSDS and Product Data Sheets; Letter from Shell Chemical Company 1989 County of L.A. Public Works Storage Tank Information (some documents withheld for privilege)	
140	Banker	Master Invoices/Accounts Receivable for Bortz 2000 Book #2; Invoices/Accounts Receivable 1999; Master Book of Employee Info	
141	Banker	Invoices/Accounts Receivable for Bortz 1999 Books 1 and 2	
142	File	L and B Expenses 1993 and 1994; Invoices/Accounts Receivable Sampson Chemical 1991; Stone vs Angeles Chemical 1990 General Journal Voucher Forms 1993 thru 1995	
143	Banker	Payable Files J thru P 2000; Invoice for Court Reporting Services 2000 along with Preston and Cowan L.L.P. (some documents withheld for privilege)	
144	Banker	Master Invoices/Accounts Receivable 1999	
145	Banker	Profit Reports/Inventory Reports/Tag Variance Reports 1996; Misc. Inventory 1996 nothing pulled	
146	Banker	Stone vs Varn Products 1990 Angeles vs Oynx Corp 1999 Hurst Graphics vs Angeles Chemical 1990 Occidental vs Angeles Chemical 1999 Socco Western Suit 1999 Firemans Fund Info Correspondence between Onyx and Bortz (some documents withheld for privilege)	
147	Banker	Misc. Invoices 2000; Elite; Rite Way; Preferred Personnel Staffing invoices (some documents withheld for privilege)	
148	Banker	Invoices/Accounts Receivable pinks only 1998 nothing pulled	
149	Banker	Payable Files A thru L 2000; pulled files with employee info on them	
150	File	Invoices/Accounts Receivable Dunn Edwards 1999 nothing pulled	
151	Bankers	Product Testing Info/ Legal Correspondence- (Entire box withheld for privilege)	
152	Bankers	2000 Accounts Receivable; Tractor Rental with personal information Multiple temporary help service invoices pulled; Preston & Cowan LLP Presbyterian International Hospital Mihaly; Schuyler & Mitchell (pulled 5); Principal Financial Group SCS Engineers Correspondence City of Santa Fe Springs HQ Fire Station	
153	Bankers	1987-1988 Bill Ellis's Stuff 1 of 2; MSDS and Storage Tank Information; Product Storage Tank Testing Info Underground Storage Tank Testing Products and Underground Storage of Hazardous Materials Guidelines; October 1984 (some documents withheld for privilege)	
154	File	Material Safety Data Sheets	
155	File	1999 Sales Orders S-W/ Accounts Receivable; Multiple items pulled for Driver's License Numbers (some documents withheld for privilege)	
156	File	1999 Accounts Receivable; Multiple items pulled for Driver's License Numbers	
157	Bankers	2000 Accounts Receivable/ Orchard Supply Hardware # 560-890	

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158	Bankers	1993 Production Reports & Batch Slips; 1993 Inventory Reports; 1993 Reichhold Chemicals Certificates of Analysis; 1993 TAG Variance Reports; '89; '91; '92 & '93 Material Safety Data Sheets (MSDS)	
159	Bankers	1996 Inventory/ Data Sheets	
160		1999 Invoices/Accounts Receivable (some items pulled for Driver's License Numbers) (some documents withheld for privilege)	
161	File	Invoices/Accounts Receivable F-H 1999; many items pulled for Driver's License Numbers (some documents withheld for privilege)	
162	File	ENTIRE BOX PULLED: ADP Ledgers/Binders with payroll from years 1995-97	
163	File	1998 Invoices/Accounts Receivable for Dunn Edwards files 3-17; some items pulled for Driver's License Numbers (some documents withheld for privilege)	
164	File	1996 Home Depot Invoices; 1996 Dunn Edwards Invoices; Pacific Bell Bills; (items pulled for Driver's License Numbers (some documents withheld for privilege)	
165	File	1996 Payables R-T; Staff Control Inc. The Blackmoor Group insurance The Right Man US Life Insurance Co. TIG Insurance Transtaff Mgmt. Services	
166	File	Material Safety Data Sheets (MSDS)	
167	File	7 ADP (Automatic Data Processing) Payroll Ledgers for years 1997-99 BOX WITHHELD FOR PRIVILEGE	
168	File	Invoices/Accounts Receivables ICI Delux Paint 1999; some items pulled for Driver's License Numbers (some documents withheld for privilege)	
169	Bankers	93 EDD docs '92 Audit; '91 Sales Taxes; '95 ADP Payroll '90s property taxes; Robert Trudeau's commissions Samson Chem. Co. financial docs 1995 (some documents withheld for privilege)	
170	Printer Paper	ENTIRE BOX PULLED: 2000 Employee Time Cards; ADP Payroll Worksheets; W-4's; employee information	
171	File	1998 Bortz green invoices copies in thick binders/ledgers	
172	File	1998 Dunn Edwards Invoices/Accounts Receivables; some items pulled for Driver's License Numbers (some documents withheld for privilege)	
173	File	1997 Silkscreening Production Reports; 1997 Batch Reports; 1997 Bottle/Can Sleeving Reports	
174	File	1999 Accounts Receivables/Invoices M-P; several items pulled for Driver's License Numbers (some documents withheld for privilege) (some documents withheld for privilege)	
175	Flat Box	1997/96 1st Bank packets with returned paychecks (pulled entire box for employee info)	
176	File	1996/1997 Quality Control Reports; 1997 Silkscreening Production Reports; 1996 Batch Reports	
177	File	1997 Orchard Supply Hardware Invoices files 190-400	
178	File	1996 Accounts Receivable I-Z (several items pulled for Driver's License Numbers) (some documents withheld for privilege)	
179	File	1997/1998 Orchard Supply Hardware Invoices	

180	Bankers	2000 Invoices; System Transport (some pulled for Driver's License Numbers); Quick Service Distributors; Rollins Leasing; (some pulled for Driver's License Numbers); UPS Truck Leasing (Driver's License Numbers); Shell Chemical Co. (some documents withheld for privilege)	
181	Brown Box	1998 Inventory Reports; Inventory Count Worksheets; '98 TAG Variance Reports	
182	Brown Box	1998 TAG Variance Reports; Inventory Reports; Daily Tank Stickings; Inv. Count Worksheets	
183	Brown Box	3 binders for "Scripsit" software; 6 DAT tapes; computer diskettes	
184	Brown Box	96 TAG Variance Reports; Inventory Count Worksheets	
185	Flat Box	1996 1st Business Bank Statements & returned checks	
186	Bankers	1998 Bottle/Can Labeling Reports; '98 Steeving Reports; '98 Ashland Chem. Co. Invoices; Batch Reports & Contracts/Bills of Lading	
187	Flat Box	1995 1st Business Bank Statements & returned checks	
188	Bankers	Shell Solvent Files; Certificates of Analysis	
189	Brown Box	1998 Quality Control Reports; '98 Silkscreening Production Reports; '98 Ashland Chemical Co. Contracts & Batch Reports	
190	Brown Box	1998 Inventory Reports; Batch Inquiries; Inventory Count Worksheets; Daily Tank Stickings	
191	Brown Box	Entire box full of Bortz flyers entitled "Using Solvents & Sundry Chemicals"	
192	Bankers	tax returns/stock reports from the 70's; '85 Packaging Cost Analysis; '81-82 ESOP '89 Financial Reports; Employee Benefit Statements Connecticut Gen. Insurance Co. Cigna Money Market acct. 79-86 developed camera file; photos of chemists at work (some documents withheld for privilege)	
193	Bankers	2000 Comerica Bank Reports of Accounts Receivable; '98 Comerica Loan; '94 Legal/Attorney docs '99 payroll edits; '97 Invoices/Accounts Receivable for Onyx Corp.; '90-91 tank testing docs (some documents withheld for privilege)	
194	Bankers	1996 Production Reports; TAG Variance Reports & Inventory Reports	
195	Brown Box	1996 TAG Variance Reports; Batch Reports; Bills of Lading; Silkscreening Production Reports; Labeling Reports; '96 Inventory Activity Reports; Inventory Count Worksheets	
196	Bankers	3 thick ledgers: 2000 Bortz Invoices/Accounts Receivable Green copies	
197	Brown Box	1998 Inventory Count Worksheets; 1998 TAG Variance Reports	
198	Brown Box	1996 Batch Slips; Daily Tank Stickings; Production Reports; TAG Variance Reports	
199	Brown Box	1996 Batch Slips; Daily Tank Stickings; Production Reports; TAG Variance Reports	
200	Brown Box	1997 TAG Variance Reports; Inventory Reports; 1996 Inventory Activity Reports	
201	File	1998 Accounts Receivable G-Z; some items pulled for Driver's License Numbers (some documents withheld for privilege)	
202	File	Ledgers with green copies of Bortz invoices from 1997	
203	File	1997-99 Accounts Receivable/Invoices; some items pulled for Driver's License Numbers (some documents withheld for privilege)	
204	Flat Box	1999/2000 Comerica Returned Checks	
205	Flat Box	1999 Comerica Returned Checks; 1998 1st Business Bank returned checks	



206	File	1996 AR/Invoices Jan-July (photocopies of checks to Anchem with Pink copies of invoices)	
207	File	5 thick ledgers/binders with Bortz green copies of Invoices/Accounts Receivable from 1996	
208	Flat Box	1997/98 1st Business Bank Returned checks (note: did not review individual checks)	
209	File	1998 ledger with Bortz green copies of invoices	
210	Brown Box	1994 Production Reports; Silkscreening reports; batch reports; production schedule sheets; stock/inventory reports; TAG Variance reports	
211	Ledger	2000 Inventory Valuation Report	
212	Ledger	Month-To-Date Sales Journal 12/96 to 12/98	
213	Ledger	Aged Open Item Trial Balance As Of 5/11/96 By Reference Date	
214	Ledger	Inventory Valuation Report As Of 1/31/99 Based On Average Costing	
215	Ledger	1997 Cash Receipts/AR Transactions	
216	Ledger	1998 Inventory Reports	
217	Ledger	1997 Inventory Reports	
218	Ledger	11/97 Inventory Reports	
219	Ledger	5/96 to 4/97 Inventory Reports	
220	Ledger	1996 Container File Listings	
221	Ledger	1996 Cash Receipts; Sales Journal; AR Entries	
222	Bankers	Misc files; Material Safety Data Sheets (MSDS), 1996 South Coast AQMD correspondence; Workers Comp info employee attendance records employee applications injury prevention docs (some documents withheld for privilege)	
223	Bankers	Misc files/docs; voice mail/phone brochures; newsletters; misc correspondence; 1996 evaluations of stock; UPC codes; bar code docs/brochures; drug policies; 6/86 Board Meeting minutes; (some documents withheld for privilege)	
224	Ledger	1999 Inventory Reports	
225	Ledger	1992 Payroll (some documents withheld for privilege)	
226	Ledger	1996 General Ledger (accounting; inventory; assets)	
227	Ledger	1993 Payroll (some documents withheld for privilege)	
228	Ledger	1998/99 Accounts Payable	
229	File	Invoices/Accounts Receivable Bortz A thru D 1996	
230	File	Invoices/Accounts Receivable A thru Misc. and F thru Gold Shield 1999 nothing pulled	
231	File	Invoices/Accounts Receivable and Sales Orders; ICI 1996 thru 1998; Misc. Invoices/Accounts Receivable 1999	
232	File	Material Safety Data Sheets (MSDS) For Sampson Chemical	
233	Bankers	Material Safety Data Sheets (MSDS); '92 Certificates of Analysis	
234	Ledger	2000 Inventory Valuation Reports	
235	Ledger	Inventory Reports & Mixing Reports from 3/95 to 4/96	
236	Ledger	Inventory Valuations from 5/95 to 4/96	

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237	Ledger	Inventory Activity Reports for 2/96 to 4/96	
238	Ledger	1996 Sales Agen Profit Reports May to November	
239	Ledger	1999 Inventory Activity Reports	
240	Ledger	1999 Inventory Valuation Reports	
241	Ledger	1999 Accounts Payable	
242	Ledger	1996 Inventory Activity Reports	
243	Ledger	1996 Inventory Valuation Reports	
244	Ledger	1996 Accounts Payable G/L Account Details	
245	Ledger	1996 Monthly Container Activity Reports	
246	Ledger	1999 Inventory Valuation Reports	
247	Ledger	Accounts Receivable Invoices 2000 Green Copies	
248	Ledger	1998 Inventory Valuations (10/98)	
249	Ledger	Stock Transaction Reports 11/96 to 4/97; Inventory Valuation Reports 12/95 to 4/97; New Customer Reports 5/95 to 4/97	
250	Ledger	Accounts Payable 5/97 to 4/98	
251	Ledger	Cash Accounts Receivable 1996 to 4/30/97	
252	Ledger	1996/1997 Sales Reports	
253	Ledger	1996 Container File Listings (10/96 to 12/96)	
254	Ledger	Sales Agent Profit Reports 6/99 to 11/99	
255	Ledger	8/97 Reports (Sales, Container File Listings, Inventory Activity Reports)	
256	Ledger	1998 Inventory Valuation Reports, Container File Listings, Inventory Activity Reports	
257	Ledger	12/98 Inventory Valuation Reports, Stock Transaction Reports, Container File Listings	
258	Ledger	2/99 Inventory Valuation Reports, Inventory Activity Reports, TAG Variance Reports, Container File Listings	
259	Ledger	7/98 Reports (Inventory, Sales, Container File Listings, Inventory Activity Reports)	
260	Ledger	4/99 Reports (Inventory/Sales)	
261	Ledger	2/00 Reports (Inventory/Sales)	
262	Ledger	5/99 to 9/99 Cash Receipts & Aging Reports	
263	Ledger	8/98 Reports (Inventory/Sales)	
264	Ledger	5/96 to 10/96 Inventory Reports	
265	Ledger	3/99 Reports (Inventory/Sales)	
266	Ledger	9/00 Reports (Inventory/Sales)	
267	Ledger	1996 Accounts Payable	
268	Ledger	1996 Sales Agent Profit Reports	
269	Ledger	7/97 Reports (Inventory/Sales)	
270	Ledger	Sales Agent Profit Reports 12/97 to 4/98	
271	Ledger	9/97 Reports (Inventory/Sales)	

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272	Ledger	1/98 Reports (Inventory/Sales)	
273	Ledger	1996 Sales Agent Profit Reports	
274	Ledger	11/98 Reports (Inventory/Sales)	
275	Ledger	1998 Sales Agent Profit Reports	
276	Ledger	1996/1997 Sales Tax Reports	
277	Ledger	08/00 Reports (Inventory/Sales)	
278	Ledger	5/98 Reports (Inventory/Sales)	
279	Ledger	1998 Cash Receipts, Accounts Receivable, Aging Reports	
280	Ledger	4/96 to 4/97 TAG Variance Reports	
281	Ledger	9/99 Reports (Inventory/Sales)	
282	Ledger	1997 Sales Agent Profit Reports	
283	Ledger	11/97 to 4/98 Cash Receipts, Accounts Receivable, Aging Reports	
284	Ledger	1998 Accounts Payable	
285	Ledger	3/97 to 4/97 Container File Reports	
286	Ledger	1998 Cash Receipts, Accounts Receivable, Aging Reports	
287	Ledger	10/97 Reports (Inventory/Sales)	
288	Ledger	9/99 Reports (Inventory/Sales)	
289	Ledger	3/98 Reports (Inventory/Sales)	
290	Ledger	11/96 to 2/97 Reports (Inventory/Sales)	
291	Ledger	2/98 Reports (Inventory/Sales)	
292	Ledger	4/98 Reports (Inventory/Sales)	
293	Ledger	2000 Cash Receipts, Accounts Receivable, Aging Reports	
294	Ledger	11/99 Reports (Inventory/Sales)	
295	Ledger	1996 Cash Receipts, Accounts Receivable, Aging Reports	
296	Ledger	1996 Accounts Payable Reports	
297	Ledger	5/96 to 4/97 Accounts Receivable, Aging Reports	
298	Ledger	3/95 to 12/96 Stock Transaction Reports	
299	Ledger	12/99 Reports (Inventory/Sales)	
300	Ledger	01/00 Reports (Inventory/Sales)	
301	Ledger	5/99 Reports (Inventory/Sales)	
302	Ledger	7/97 Reports (Inventory/Sales)	
303	Ledger	3/96 to 5/96 Monthly Container Reports	
304	Ledger	11/96 to 2/97 Container File/Activity Reports	
305	Ledger	1998 Sales Agent Profit Reports	
306	Ledger	7/94 to 3/96 Inventory Activity Reports	
307	Ledger	1996 Inventory Reports	
308	Ledger	2/97 to 4/97 Inventory Activity Reports	

Prepared by Trutanich Michel, LLP  
 407 North Harbor Boulevard  
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309	Ledger	3/00 Reports (Inventory/Sales)	
310	Ledger	6/00 Reports (Inventory/Sales)	
311	Brown Box	DAT Tapes & CD backup-disks	
312	Brown Box	1996 Aging Reports, TAG Variance Reports	
313	Brown Box	1996 Bottle Can Sleeving Reports, Inventory Worksheets, Production Reports	
314	Brown Box	1996 Inventory Reports	
315	Brown Box	1996 Inventory Reports & Inventory Count Worksheets	
316	Sm. White	Material Safety Data Sheets (MSDS)	
317	Bankers	1992 Bortz Accounts Receivable, Material Safety Data Sheets (MSDS), Trade Magazines & Newspapers	
318	Brown Box	9/96 Inventory Reports	
319	Brown Box	1997 Inventory Reports	

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**Greve Financial Serv. v. McKesson**  
**Angeles Chemical Company, Insurance Policies**

Updated: June 19, 2002

TAB	CARRIERS	POLICY NUMBER	POLICY DATES	EVIDENCE
1	Fireman's Fund	LC 2648139	01-01-1978 to 01-01-1979	X
2	Fireman's Fund	LA 2679396	01-01-1979 to 01-01-1982	X
3	Fireman's Fund	LA 3100753	01-01-1982 to 01-01-1985	X
4	Fireman's Fund	2 49-MXX 80004633	01-01-1984 to 01-01-1987	X
5	Fireman's Fund	2 49-MXC 5504656	01-01-1985 to 01-01-1986	X
6	Fireman's Fund	2 49-MXC 80006534	01-01-1986 to 01-01-1987	X
7	Fireman's Fund	2 49-MXX 80204558	01-01-1987 to 01-01-1988	X
8	Fireman's Fund	2 49-MXC 80041274	01-01-1987 to 01-01-1988	X
9	Fireman's Fund	2 49-MXC 80096818	01-01-1988 to 01-01-1989	X
10	Fireman's Fund	2 49-MXX 80272151	01-01-1988 to 01-01-1989	X
11	Great American Surplus Lines Ins. Co	8 CU 0 00 40	03-18-1978 to 01-01-1979	X
12	Great American Surplus Lines Ins. Co	9 CU 0 06 61	01-01-1979 to 01-01-1980	X
13	Great American Surplus Lines Ins. Co.	0 CU 0 06 61	01-01-1980 to 01-01-1981	X
14	Great American Surplus Lines Ins. Co.	0 CU 0 00 40	01-01-1980 to 01-01-1981	unavailable
15	Great American Surplus Lines Ins. Co.	1 CU 0 21 74	01-01-1981 to 01-01-1982	X
16	Great American Surplus Lines Ins. Co.	2 CU 0 30 09	01-01-1982 to 01-01-1983	X
17	Hanover Insurance	?	01-01-1987 to 12-31-1998	unavailable
18	Hanover Insurance	LHZ5019793-01	01-01-1998 to 01-01-1999	unavailable
18	Hanover Insurance	ADZ50119794-01	01-01-1998 to 01-01-1999	unavailable
18	Hanover Insurance	ZO41174903	01-01-1998 to 01-01-1999	unavailable
18	Hanover Insurance	MOO1306/3	01-01-1998 to 01-01-1999	unavailable
19	Hanover Insurance	ZHZ5587651	01-01-1999 to 01-01-2000	X
20	Harbor Insurance Company	HI 211566	01-01-1985 to 01-01-1986	X
21	North Star Reinsurance Corporation	NSX-19951	06-02-1980 to 01-01-1981	X
22	Planet Insurance Company	NG1259217-89	?	unavailable
23	Planet Insurance Company	NG1677832	?	unavailable
23	Planet Insurance Company	NGD167783201	?	unavailable
23	Planet Insurance Company	NGD167783202	01-01-1992 to 01-01-1993	unavailable
X 23	Twin City Fire Insurance Company	TXU 106103	01-01-1983 to 01-01-1984	X
X 24	Western Employer's Insurance	UL 10-0184-05667	01-01-1984 to 01-01-1985	X
25	Western Employer's Insurance	UL 10-0185-05667	01-01-1985 to 01-01-1986	X

1  
2 PROOF OF SERVICE

3 STATE OF CALIFORNIA

4 COUNTY OF LOS ANGELES

5 I, Denise Smith, am employed in the City of San Pedro, Los Angeles County, California. I  
6 am over the age eighteen (18) years and am not a party to the within action. My business address  
7 is 407 North Harbor Boulevard, San Pedro, California 90731.

8 On June 20, 2002, I served the foregoing document(s) described as ANGELES  
9 CHEMICAL COMPANY, INC., AND GREVE FINANCIAL SERVICES INC.'S FRCP  
10 RULE 26 AND LOCAL RULE 6 INITIAL DISCLOSURES, on the interested parties in this  
11 action by placing

12 ☐ the original

13 ☒ a true and correct copy

14 thereof enclosed in sealed envelope(s) addressed as follows:

15 MICHAEL ROMNEY, Esq.  
16 LATHAM & WATKINS  
17 633 West Fifth Street, Suite 4000  
18 Los Angeles, California 90071-2007

19 STANLEY ZINNER, Esq.  
20 202 Mamaroneck Avenue  
21 White Plains, New York 10601

22 X (BY MAIL) As follows: I am "readily familiar" with the firm's practice of collection and  
23 processing correspondence for mailing. Under the practice it would be deposited with the U.S.  
24 Postal Service on that same day with postage thereon fully prepaid at San Pedro, California,  
25 in the ordinary course of business. I am aware that on motion of the party served, service is  
26 presumed invalid if postal cancellation date is more than one day after date of deposit for  
27 mailing an affidavit.

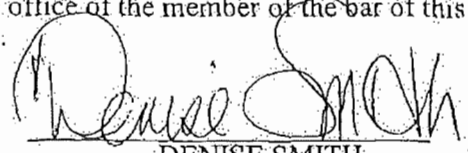
28 Executed on June 20, 2002, at San Pedro, California.

(PERSONAL SERVICE) I caused such envelope to delivered by hand to the offices  
of the addressee.

Executed on at San Pedro, California.

(STATE) I declare under penalty of perjury under the laws of the State of California that  
the foregoing is true and correct.

X (FEDERAL) I declare that I am employed in the office of the member of the bar of this of  
this court at whose direction the service was made.

25  
26   
27 DENISE SMITH  
28



SUPERIOR COURT OF THE STATE OF CALIFORNIA  
COUNTY OF LOS ANGELES

FERNAL PROPERTIES, INC., a ) CASE NO. BC476657  
California corporation, )  
)  
Plaintiff, )  
)  
vs. )  
)  
ANGELES CHEMICAL CO., INC., a )  
California corporation; JOHN )  
G. LOCKE, an individual; PEARL )  
ROSENTHAL, an individual; )  
ROBERT O. BERG, an individual, )  
DONNA M. BERG, an individual, )  
and DOES 1 through 20, )  
inclusive, )  
)  
Defendants. )  
\_\_\_\_\_)  
)  
AND ALL RELATED CROSS-ACTIONS.)  
\_\_\_\_\_)

DEPOSITION OF : JOHN LOCKE,  
ANGELES CHEMICAL COMPANY PMQ  
TAKEN BY : MARK D. PLEVIN, ESQUIRE  
Commencing : 9:44 a.m.  
Location : 599 S. Barranca Avenue  
Covina, California 91723  
Day, Date : Wednesday, March 9, 2016  
Reported by : Dominica M. Hotchkiss,  
C.S.R. No. 12805  
Pursuant to : Notice  
Original to : BRET A. STONE, ESQUIRE

Pages 1 - 172

Job No. 18782

1 indicated, which is April 30, 2010? 11:49:55

2 A That's what it says. I can't recall the day and 11:49:57

3 the hour, but that's -- it says I signed them on those dates. 11:50:00

4 Q Is that your handwriting with the dates? 11:50:03

5 A No. 11:50:05

6 Q It's somebody else's handwriting with the dates? 11:50:06

7 A Yes. 11:50:11

8 Q But you signed -- that's your signature? 11:50:14

9 A Yes -- yeah. 11:50:16

10 Q Are you familiar with Robert Berg's signature? 11:50:17

11 Would you be able to identify it if you saw it? 11:50:19

12 A I don't believe I could, no. 11:50:22

13 Q Okay. Do you recall -- 11:50:26

14 A If you would show it to me, I would take a look at 11:50:30

15 it to see. 11:50:33

16 Q Well, if you can go to the next page, which is also 11:50:34

17 labeled page 33, the first signature in the upper right looks 11:50:38

18 to me like Robert O. Berg. 11:50:41

19 A Yeah. That's -- 11:50:44

20 Q Can you identify that as his signature? 11:50:48

21 A I -- no. I can't identify it as such, but it looks 11:50:50

22 like to me like it would be right. 11:50:55

23 Q Okay. Now, do you recall that in or about April of 11:50:58

24 2010 Angeles entered into a settlement agreement with the 11:51:05

25 parties listed on the first page of this document, Exhibit 7? 11:51:10

1	A	This is Document 8?	11:51:18
2	Q	No, still on 7.	11:51:20
3	A	Repeat the question.	11:51:23
4	Q	Do you recall that Angeles in or about April of	11:51:24
5		2010 entered into a settlement agreement with the parties	11:51:27
6		listed on the first page of Exhibit 7?	11:51:30
7	A	I recall that this was a settlement. I can't	11:51:41
8		recall the exact date.	11:51:45
9	Q	Was this a settlement that memorialized an	11:51:46
10		agreement that was reached in front of Judge Percy?	11:51:50
11	A	I believe so, yes.	11:51:53
12	Q	Okay. If you could look at Exhibit 8, please, and	11:51:54
13		I would like to direct your attention to page 4. Are you on	11:52:02
14		page 4?	11:52:16
15	A	I'm on page 6.	11:52:17
16	MR. STONE:	Well, it's a different page 4	11:52:18
17		(indicating).	11:52:25
18	THE WITNESS:	Well, this is page 4.	11:52:32
19	MR. STONE:	Well, there are several page 4s.	11:52:34
20	THE WITNESS:	There's several page 4s.	11:52:38
21	MR. STONE:	Yes. He wants the one with your	11:52:40
22		signature. I'm guessing.	11:52:42
23	THE WITNESS:	How ridiculous. Yes, sir. I see	11:52:43
24		those -- those signatures.	11:52:45
25	Q	BY MR. PLEVIN: And, just for the record, you see	11:52:47



1 in the lower right-hand corner there's a number that ends in 11:52:48  
2 982, the very -- 11:52:51  
3 A The lower right-hand corner? Oh, yes. 11:52:53  
4 Q Okay. And there are three signatures on that page? 11:52:56  
5 A There are. 11:52:58  
6 Q Are each of those your signature? 11:52:59  
7 A Yes. They are. 11:53:01  
8 Q And do you remember that there was a reason why 11:53:02  
9 the -- the agreement that was Exhibit No. 7 needed to be 11:53:05  
10 corrected? 11:53:11  
11 A No. 11:53:11  
12 Q Okay. As pursuant to this settlement Angeles 11:53:19  
13 was -- withdrawn. Pursuant to this settlement, the three 11:53:24  
14 insurance companies that are identified there, which are 11:53:30  
15 Charter Oak, Twin City and American Empire, paid -- agreed to 11:53:33  
16 pay money. Do you recall that? 11:53:38  
17 A Do I recall the particular insurance companies? 11:53:40  
18 Q Do you recall that those particular insurance 11:53:43  
19 companies agreed to pay money pursuant to that agreement? 11:53:45  
20 A Well, I recall several people standing up in front 11:53:54  
21 of Judge Percy saying, this is what the agreement is, and, 11:54:01  
22 quite frankly, I don't recall whether it was Charter or Twin 11:54:04  
23 "Cities" or this specific -- they were carriers I had. I 11:54:08  
24 knew that. 11:54:14  
25 Q Do you recall whether the carriers listed on the 11:54:15

1 first page of Exhibit 7 actually did pay any money pursuant 11:54:18  
2 to this agreement? 11:54:21

3 A I didn't see a check, but I assume -- presume they 11:54:24  
4 did or they would have heard from us. 11:54:28

5 Q And you did not -- Angeles did not file a breach of 11:54:30  
6 contract claim against any of those insurers regarding the 11:54:33  
7 settlement agreement that you're aware of? 11:54:37

8 A If we filed a breach of contract that they had not 11:54:40  
9 done what they had said they were going to do? Is that the 11:54:46  
10 question? 11:54:46

11 Q Yes. That's the question. 11:54:46

12 A Not to my knowledge. 11:54:47

13 Q Okay. If you could, did -- I think you said 11:54:50  
14 Angeles did not receive a check that you're aware of for this 11:55:29  
15 money. 11:55:31

16 A Angeles did not receive? 11:55:32

17 Q I asked you before whether those insurance 11:55:34  
18 companies paid money to Angeles -- 11:55:37

19 A Yes. 11:55:38

20 Q -- and your response was you don't recall getting a 11:55:40  
21 check. 11:55:44

22 A I didn't get any personal checks from them, no. 11:55:45

23 Q Did Angeles get checks? 11:55:47

24 A I don't recall how the distribution of that was 11:55:56  
25 handled. It was basically counsel, I think, that directed 11:56:01

1 most of that. I don't recall seeing any individual checks in 11:56:09  
2 the thing. It was (inaudible). 11:56:14  
3 THE COURT REPORTER: Repeat that, please. 11:56:24  
4 THE WITNESS: I'm sorry? 11:56:26  
5 THE COURT REPORTER: Repeat the last part of your 11:56:28  
6 sentence, please. 11:56:28  
7 THE WITNESS: I don't recall seeing individual 11:56:30  
8 checks for this particular settlement. It was a summary type 11:56:31  
9 of thing. But if you're asking did I see these checks 11:56:37  
10 individually at all, I can't say I did. 11:56:45  
11 Q BY MR. PLEVIN: Do you know whether money was 11:56:57  
12 received by Angeles pursuant to that settlement agreement? 11:56:58  
13 A Angeles received money, yes. 11:57:01  
14 Q Okay. Do you know what Angeles did with that 11:57:03  
15 money? 11:57:08  
16 A I would have to go to my accountant and see how it 11:57:17  
17 was disbursed. I know that a big chunk of it went to an 11:57:19  
18 insurance -- to income tax. 11:57:24  
19 Q Approximately how much? 11:57:26  
20 A 400,000. 11:57:27  
21 MR. MACHA: I'm sorry, Mark, just to be clear, 11:57:29  
22 you're talking about this one particular settlement or 11:57:32  
23 generally? 11:57:36  
24 MR. PLEVIN: Well, I was asking about this 11:57:36  
25 particular settlement. 11:57:38



1 MR. CROSE: I didn't hear. A big chunk went to 11:57:47  
2 taxes? 11:57:51  
3 MR. MACHA: (Indicating.) 11:58:01  
4 MR. PLEVIN: This is 9. 11:58:02  
5 (Exhibit No. 9 was marked.) 11:58:04  
6 MR. PLEVIN: While Mr. Locke looks at Exhibit 9 I 11:58:04  
7 will identify it as a document entitled "Settlement 11:58:07  
8 Agreement." It does not have any Bates numbers but it has a 11:58:10  
9 legend at the top. 11:58:14  
10 THE WITNESS: It has my signature. Is that what 11:58:16  
11 you want? 11:58:18  
12 MR. PLEVIN: I'll get to it. 11:58:19  
13 MR. STONE: Wait for him to ask you. 11:58:20  
14 THE WITNESS: Okay. 11:58:21  
15 MR. PLEVIN: It has a legend at the top applied by 11:58:22  
16 the Federal Court CM/ECF system stating that -- it begins on 11:58:25  
17 page 2 of 18 and ends on page 8 of 18 in case No. 11:58:31  
18 5:07-CV-01471-TJH-E. 11:58:38  
19 Q BY MR. PLEVIN: And, Mr. Locke, I would ask you to 11:58:46  
20 look at two pages, the one that starts at 7 of 18 on the top 11:58:48  
21 and then 8 of 18 at the top. 11:59:00  
22 A Okay. 11:59:07  
23 Q Starting with 7 of 18, which I think is the page 11:59:08  
24 before the one you're looking at -- 11:59:14  
25 A That's 6. 11:59:17

1 MR. STONE: He's looking at this number up here. 11:59:19  
2 THE WITNESS: Oh. I see. So that's the pages. 11:59:21  
3 All right. 11:59:23  
4 Q BY MR. PLEVIN: Looking at page 7 of 18, sir -- 11:59:25  
5 A Yes. 11:59:27  
6 Q -- can you tell me whether that is your 11:59:27  
7 signature -- 11:59:29  
8 A Yes. 11:59:29  
9 Q -- on the bottom of the page? 11:59:29  
10 A Yes. It is. That's my signature. 11:59:30  
11 Q Okay. And then flipping the page to the next page, 11:59:32  
12 8 of 18. 11:59:35  
13 A Yes. Those are my signatures. 11:59:36  
14 Q There are two signatures there, correct? 11:59:38  
15 A Yes. 11:59:40  
16 Q One for you and one for the estate of Janyce Locke? 11:59:40  
17 A Yes. 11:59:44  
18 Q Is this another settlement agreement, sir, that was 11:59:49  
19 written to memorialize the agreements reached before Judge 11:59:53  
20 Percy on the record in federal court? 12:00:01  
21 A I have no idea. I have no idea whether it was a 12:00:03  
22 second -- to me it was all part of the procedure. 12:00:07  
23 Q Sir, if you could look at page 5 of 18. So look at 12:00:10  
24 the top and find page 5 of 18, and I would ask you to read 12:00:14  
25 paragraph four and let me know when you're done. 12:00:27

1           A     Okay. 12:01:12

2           Q     Do you see, sir, that it says in the second 12:01:12  
3 sentence under paragraph four that McKesson will pay to 12:01:15  
4 plaintiffs \$4,550,000? 12:01:19

5           A     Yes. 12:01:22

6           Q     And, page one, if you go back to the beginning, 12:01:27  
7 identifies the plaintiffs as Angeles Chemical Company, John 12:01:31  
8 Locke, an individual, and Greve Financial Services; do you 12:01:38  
9 see that? 12:01:40

10          A     Okay. No. 12:01:43

11          Q     Right (indicating). 12:01:45

12          A     Okay. Yeah. I see it. 12:01:47

13          Q     And then going back to page -- paragraph four, the 12:01:59  
14 first sentence says, 12:02:03

15                     "Plaintiffs," 12:02:04

16                     which include Angeles and you individually, 12:02:06

17                     "Represent, warrant and promise that 12:02:09

18                     substantially all monies paid to them pursuant to 12:02:12

19                     this agreement will be used for the cleanup of 12:02:15

20                     hazardous material contamination on the Angeles 12:02:18

21                     site." 12:02:21

22                     Do you see that? 12:02:22

23          A     Yes. 12:02:23

24          Q     How much of the 4,550,000 that was paid under this 12:02:23  
25 settlement agreement went to Angeles? 12:02:29



1	A	Did what?	12:02:31
2	Q	How much of the 4,550,000 paid under this agreement	12:02:32
3		went to Angeles?	12:02:37
4	A	I would have to go to my accountant about that.	12:02:41
5		I'm sorry. I don't recall the amount.	12:02:44
6	Q	Did some go to Angeles and some go to Greve?	12:02:46
7	A	Yes.	12:02:49
8	Q	And you don't know how much went --	12:02:50
9	A	No. I can't give you the figures. I would have to	12:02:52
10		go to the CPA to see how much was distributed.	12:02:55
11	Q	Did Angeles spend any of the money it got under	12:02:59
12		this agreement --	12:03:02
13	A	It had spent more than that.	12:03:04
14	Q	Let me finish the question. Did Angeles spend any	12:03:05
15		of the money it received under this agreement on cleanup of	12:03:09
16		hazardous material at the site?	12:03:14
17	A	I was told by counsel --	12:03:17
18	MR. STONE:	Hold on. You can't start a sentence "I	12:03:19
19		was told by counsel." I'm not going to let you answer it	12:03:22
20		that way. Can you answer it in a different way so you can	12:03:25
21		say -- he asked you was this money spent for environmental	12:03:28
22		investigation and cleanup. You can answer that "yes" or	12:03:36
23		"no."	12:03:38
24	THE WITNESS:	I can -- I can't answer it because I	12:03:39
25		don't know how much it went for environmental investigation	12:03:43

1	and --	12:03:46
2	MR. STONE: Was the question how much or was the	12:03:48
3	question whether? Maybe I'll let Mr. Plevin ask it again.	12:03:51
4	But if you can frame it in a "yes" or "no" or if you can	12:03:55
5	answer it in a "yes" or "no."	12:03:58
6	THE WITNESS: I can't answer the question. I can't	12:04:00
7	answer the question.	12:04:02
8	MR. PLEVIN: Okay.	12:04:04
9	MR. STONE: I think you could try again,	12:04:05
10	Mr. Plevin.	12:04:07
11	Q BY MR. PLEVIN: All right. Did Angeles spend any	12:04:08
12	of the money that it received under this agreement on cleanup	12:04:10
13	of hazardous material at the site?	12:04:13
14	MR. STONE: Answer that question "yes" or "no" if	12:04:16
15	you can.	12:04:19
16	THE WITNESS: Did Angeles expend any of this money	12:04:21
17	that it received?	12:04:23
18	MR. STONE: On environmental investigation and	12:04:24
19	cleanup.	12:04:25
20	THE WITNESS: Did it take money out of that check?	12:04:28
21	Is that what you're saying?	12:04:29
22	MR. STONE: Well, I don't want to ask the questions	12:04:32
23	for Mr. Plevin.	12:04:34
24	THE WITNESS: Okay. You're my interpreter. That's	12:04:37
25	all.	12:04:39

1 MR. STONE: Okay. Did you spend this money or was 12:04:40  
2 any portion of this money spent on environmental 12:04:42  
3 investigation and cleanup, "yes" or "no"? 12:04:46  
4 THE WITNESS: Yes. 12:04:50  
5 MR. STONE: Okay. Next question. 12:04:50  
6 Q BY MR. PLEVIN: How much? 12:04:52  
7 A I can't answer that. That's what I'm trying to 12:04:52  
8 tell you. I have to refer to the accountant to find out what 12:04:54  
9 was spend on environmental. 12:04:58  
10 Q What accountant? 12:05:00  
11 A My CPA, Singer, Traynor & Scholefield. 12:05:01  
12 Q Is there a particular person there? 12:05:05  
13 A There might -- they have been my accountants since 12:05:08  
14 the inception of Angeles Chemical. 12:05:11  
15 Q And where are they located? 12:05:13  
16 A Commerce, California. 12:05:14  
17 Q And you said it was Singer -- 12:05:15  
18 A Traynor and Scholefield. 12:05:17  
19 Q How do you spell "Traynor"? 12:05:20  
20 A T-r-a-y-n-o-r. 12:05:22  
21 Q Okay. And they would have all of the records 12:05:24  
22 regarding what amounts of money -- 12:05:27  
23 A Yeah. 12:05:30  
24 Q -- Angeles spent -- 12:05:30  
25 A Well, they would have the monies that was sent to 12:05:31



1 us -- there was 4 million -- how it was disbursed. 12:05:33

2 Q Okay. Sir, if I were to ask you how much money in 12:05:37  
3 total Angeles has spent to address contamination at the site, 12:05:42  
4 would you be able to answer that without checking with your 12:05:47  
5 accountants? 12:05:50

6 A No. 12:05:51

7 Q Do you believe that -- 12:05:51

8 A I believe it would be in excess of \$4 million. 12:05:52

9 Q Right. But you don't know the number? 12:05:55

10 A No. 12:05:57

11 Q If I were to ask your accountants, do you think 12:06:01  
12 they would be able to answer that question? 12:06:03

13 A I don't know. I'm trying to think of the 12:06:06  
14 procedure. They would have to -- they would have to trace 12:06:17  
15 the checks that went to various agencies for cleanup and give 12:06:21  
16 you a summary of that. That's about the only way that I 12:06:31  
17 think they could come up with it but -- 12:06:35

18 MR. STONE: Just -- but your estimate is that it's 12:06:38  
19 more than \$4 million? 12:06:40

20 THE WITNESS: Absolutely. 12:06:43

21 Q BY MR. PLEVIN: And what is that estimate based on, 12:06:45  
22 sir? 12:06:47

23 A Well, the distribution of these monies and where 12:06:48  
24 they went. Mr. Kennedy got half of it, and it was for 12:06:51  
25 cleanup. And he spent a great deal for cleanup, and I've 12:06:58

1 spent a great deal for cleanup. So that's -- that's where 12:07:02  
2 I'm -- where my estimates I think that the listing of checks 12:07:07  
3 day by day for cleanups since we've started this thing would 12:07:15  
4 be more than that. 12:07:21

5 Q Okay. You said Mr. Kennedy got half of the money, 12:07:22  
6 half of 4 million -- 12:07:25

7 A That's my recollection, yes. 12:07:26

8 Q Let me finish the question, sir, just so the 12:07:28  
9 record's clear. 12:07:31

10 A I'm sorry. 12:07:32

11 Q You said that Mr. Kennedy got half of the 12:07:32  
12 \$4,550,000? 12:07:35

13 A That's my recollection, yes. 12:07:38

14 Q And you and Angeles got the other half? 12:07:39

15 A Yes. 12:07:41

16 MR. PLEVIN: All right. I have no further 12:08:01  
17 questions at this time. I -- harkening back to our colloquy 12:08:02  
18 a few moments ago, I reserve the right to meet and confer 12:08:09  
19 with you, Brett, and then possibly to file a motion regarding 12:08:13  
20 the inadequacy of the witness to respond to the topics in the 12:08:17  
21 PMQ notice. But I don't think I can do anything further 12:08:27  
22 that's profitable today, and so I'll finish my questioning 12:08:31  
23 today with that reservation and pass the witness. 12:08:36

24 And, Mr. Locke, thank you very much. 12:08:39

25 THE WITNESS: Thank you. 12:08:41

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6 Attorneys for Plaintiffs, Greve  
7 Financial Services, Inc., Angeles  
8 Chemical Company, Inc., and John  
Locke

9 **UNITED STATES DISTRICT COURT**  
10 **FOR THE CENTRAL DISTRICT OF CALIFORNIA**  
11

12 ANGELES CHEMICAL COMPANY,  
INC., a California Corporation, GREVE  
13 FINANCIAL SERVICES INC., a  
14 California Corporation, and JOHN  
LOCKE, an individual,

15 Plaintiffs,

16 vs.

17 MCKESSON CORPORATION, a  
18 California Corporation, et. al.,

19 Defendants.  
20

Case No: 01-10532 TJH (Ex)

ANGELES CHEMICAL COMPANY,  
INC., JOHN LOCKE, AND GREVE  
FINANCIAL SERVICES, INC.'S  
SUPPLEMENTAL FRCP RULE 26  
DISCLOSURES

21 Pursuant to Fed. Rule. Civ. Pro Rule 26(a)(1), Plaintiffs and Counter-  
22 Defendants Angeles Chemical Company, Inc., John Locke and Greve Financial  
23 Services, Inc. (collectively "Angeles") submit this Rule 26 supplementation of  
24 disclosures to the opposing parties.

25 **Supplemental Disclosures:** The following are the supplemental disclosures  
26 of Angeles. All documents and information contained herein have been informally  
27 produced to McKesson prior to this supplementation.  
28

SUPPLEMENTAL RULE 26 DISCLOSURES




1 **Damages:**

2 Angeles has previously provided McKesson with all documents and  
3 computations contained herein and related to its damages in this litigation. Angeles  
4 also continues to incur damages for cleanup and testing of contamination caused by  
5 McKesson on an ongoing basis and reserved the right to supplement the damages  
6 contained herein through trial. Notwithstanding the foregoing, Angeles and John  
7 Locke presently estimate that they have spent over \$1,914,457.13 in environmental  
8 costs related to investigation, testing and remediation on the property. The specific  
9 breakdown of total environmental costs incurred by Angeles and John Locke is  
10 attached hereto as Exhibit A. Angeles and John Locke further estimate that over  
11 1,474,690.46 of the total environmental costs incurred are directly attributable to  
12 McKesson. The specific breakdown of environmental costs incurred by Angeles and  
13 John Locke and directly attributable to McKesson is attached hereto as Exhibit B.  
14 Greve Financial estimates that it has spent over \$1,005,063.82 in environmental  
15 costs related to investigation, testing and remediation on the property. The specific  
16 breakdown of environmental costs incurred by Greve is attached hereto as Exhibit C.

17 The foregoing is a supplemental disclosure pursuant to FRCP Rule 26(e)(1).  
18 Nothing in this disclosure should be construed as a waiver or admission by Angeles  
19 Chemical Company, Inc., John Locke or Greve Financial Services, Inc. of any of the  
20 claims asserted by each or counter-claims asserted by McKesson. To the extent  
21 additional evidence of damages is obtained, the parties will continue to supplement  
22 their initial disclosures.

23 DATED: March 13, 2009

Caufield & James, LLP

24   
25 \_\_\_\_\_  
26 Jeffery Caufield, Esq.  
27 Attorney for Plaintiffs  
28

# EXHIBIT A

Angeles v. McKesson  
Total Angeles Environmental Costs

ANGELES				
Bates	Invoice #	Category	Date	Amount (\$)
AN010466-7	237132	Associated Labs	6/12/2000	112.50
002012	2469	Bill Ross Crane Service	11/25/1981	14,000.00
AN010486-88	0500-070	BEII	5/22/2000	6,000.00
BEII-B00021245-6	1127	BEII	6/1/2000	2,500.00
AN010483	0600-087	BEII	6/6/2000	7,080.00
BEII-B00021311-2	1104	BEII	7/10/2000	250.00
BEII-B00021309-10	1105	BEII	7/12/2000	3,200.00
AN006755-7	59241	BWS	6/18/1999	\$45.00
AN010426-31	62185	BWS	11/12/1999	\$6,586.20
AN010444-5	62538	BWS	12/6/1999	\$109.95
AN010434-7	62543	BWS	12/6/1999	\$4,138.60
AN010422-7	63013	BWS	1/10/2000	\$1,675.72
AN010419-21	63997	BWS	3/9/2000	\$567.61
AN010438-9	64683	BWS	4/10/2000	\$278.90
AN010440-3	64689	BWS	4/10/2000	\$1,156.98
AN010417-8	65365	BWS	5/30/2000	\$210.50
AN010414-6	65370	BWS	5/30/2000	\$1,515.75
AN010410-3	65983	BWS	6/19/2000	\$956.55
AN010403	66925	BWS	7/21/2000	\$5.35
AN010407-8	66929	BWS	7/21/2000	\$18.50
AN010405-9	66926	BWS	7/21/2000	\$86.50
AN010399-402	67615	BWS	9/11/2000	\$1,222.09
AN010395-8	68215	BWS	10/9/2000	\$1,181.20
DTSCANG012996	12680	DTSC	3/10/1994	
DTSCANG012996	B00096	DTSC	1/19/1995	
DTSCANG012996	B00229	DTSC	3/27/1995	
DTSCANG012996	B00347	DTSC	6/26/1995	



Angeles v. McKesson  
Total Angeles Environmental Costs

Bates	Invoice #	Category	Date	Amount (\$)
DTSCANG012996	C00076	DTSC	10/26/1995	
DTSCANG012996	C00302	DTSC	2/1/1996	
DTSCANG012996	C00435	DTSC	2/20/1996	
DTSCANG012996	C00612	DTSC	5/14/1996	
DTSCANG012996	13530	DTSC	7/30/1997	
DTSCANG012996	E00315	DTSC	9/17/1997	
DTSCANG012996	E00433	DTSC	11/12/1997	
DTSCANG012996	E00718	DTSC	3/10/1998	
DTSCANG012996	E00923	DTSC	6/8/1998	
DTSCANG012996	F00045	DTSC	9/14/1998	
DTSCANG012996	F00319	DTSC	11/23/1998	
DTSCANG012996	F00561	DTSC	2/24/1999	
DTSCANG012996	F00847	DTSC	5/12/1999	
DTSCANG012996	G00093	DTSC	9/6/1999	
DTSCANG012996	G00333	DTSC	11/1/1999	
DTSCANG012996	G00699	DTSC	2/7/2000	
DTSCANG012996	G01050	DTSC	5/3/2000	
DTSCANG012996	H00281	DTSC	9/21/2000	
DTSCANG012996	G01050	DTSC	5/3/2000	
DTSCANG012996	H00281	DTSC	9/21/2000	
DTSCANG012996	H00436	DTSC	11/8/2000	
DTSCANG012996	H00825	DTSC	1/25/2001	
DTSCANG012996	H1174	DTSC	4/24/2001	
DTSCANG012996	I00070	DTSC	8/24/2001	
DTSCANG012996	I00460	DTSC	11/15/2001	
DTSCANG012996	I00907	DTSC	1/31/2002	
DTSCANG012996	I01286	DTSC	5/1/2002	
DTSCANG012996	J00023	DTSC	8/29/2002	
DTSCANG012996	J00527	DTSC	11/6/2002	
DTSCANG012996	J00808	DTSC	2/4/2003	
DTSCANG012996	J01346	DTSC	4/28/2003	
DTSCANG012996	05SM1626	DTSC	12/6/2005	
DTSCANG012996; GREVE03576	05SM2354	DTSC	1/31/2006	

Angeles v. McKesson  
Total Angeles Environmental Costs

Bates	Invoice #	Category	Date	Amount (\$)
DTSCANG012996; GREVE03576	06SM2720	DTSC	5/9/2006	
DTSCANG012996; GREVE03576	06SM1550	DTSC	1/26/2007	
DTSCANG012996; GREVE03576	06SM3054	DTSC	5/23/2007	
AN016666-70	07SM2023	DTSC	11/5/2007	
AN016666-70	07SM2971	DTSC	2/4/2008	
AN016666-70	08SM0787	DTSC	9/10/2008	
AN016666-70	08SM1438	DTSC	10/27/2008	
DTSCANG012996	<b>Payments</b>	DTSC	Through 12/6/2005	117,838.05
GREV03576	<b>Balance</b>	DTSC	Through 10/27/2008	354,276.24
SCS5601	940407	Dulin & Boynton	1/31/1994	797.50
AN007579	146686	ENVIRON	1/8/2001	\$252.00
AN007580	146687	ENVIRON	1/8/2001	\$1,065.75
AN007581	147472	ENVIRON	1/8/2001	\$609.62
AN007582	148113	ENVIRON	1/8/2001	\$128.63
ER0002	99-601	EREMCO	6/5/1999	\$15,600.00
ER0003	98-1204	EREMCO	12/21/1998	\$13,350.00
ER0006	99-101	EREMCO	1/12/1999	\$10,500.00
ER0005	99-602	EREMCO	6/5/1999	\$25,800.00
ER0004	99-701	EREMCO	7/1/1999	\$40,351.00
003298	4341	H-F Drilling	1/19/1990	\$2,089.03
003300	4734	H-F Drilling	6/30/1990	\$1,082.50
003299	4733	H-F Drilling	6/30/1990	\$5,140.54
003301-3	7676	H-F Drilling	1/26/1994	\$16,209.47
AN006487	99-107	Masson	3/15/1999	13,336.96
AN006578	98-115	Masson	4/12/1999	4,928.00
AN006432	98-115-1	Masson	5/13/1999	5,477.92
AN007573	13018	Milhaly Schuyler & Mitchell	3/9/2001	14,097.01

Angeles v. McKesson  
Total Angeles Environmental Costs

Bates	Invoice #	Category	Date	Amount (\$)
AN007528	N/A	Pacific Resource Recovery	10/28/1998	1,800.00
AN007571	NA	SCHUYLER	9/18/2000	\$5,000.00
AN007572	NA	SCHUYLER	1/4/2001	\$6,000.00
AN007573	NA	SCHUYLER	3/9/2001	\$14,097.01
AN005451	3006	SCR	4/20/1996	2,006.96
AN005447	3012	SCR	5/17/1996	1,565.30
AN010944	10679/185016.00	SCS	7/31/1989	145.00
AN010952	11045/0185016.00	SCS	11/30/1989	362.95
SCS5674	11285/0185016.01	SCS	1/31/1990	1,320.52
001360	185016.01	SCS Lab	2/7/1990	7,200.00
SCS5672; SCR0022009	11379/0185016.01	SCS	2/28/1990	10,150.95
001359	185016.01	SCS Lab	4/19/1990	510.00
SCS5671; SCR0022008	11594/0185016.01	SCS	4/30/1990	1,098.79
SCS5670; SCR0022007	11786/0185016.01	SCS	6/30/1990	3,101.96
001358	185016.02	SCS Lab	7/10/1990	6,300.00
001357	185016.02	SCS Lab	7/12/1990	225.00
SCS5669; SCR0022006	11921/0185016.01	SCS	7/31/1990	8,557.28
AN010956	12120/0185016.01	SCS	8/31/1990	930.85
SCS5667; SCR0022004	12186/0185016.01	SCS	9/30/1990	384.01
SCS5666; SCR0022003	12296/0185016.01	SCS	10/31/1990	2,332.55
SCS5673; SCR0022010	12675/0185016.01	SCS	1/31/1991	769.20
SCS5665; SCR0022002	14062/0185016.01	SCS	12/31/1991	433.75
SCS5664; SCR0022001	14313/0185016.01	SCS	2/29/1992	1,950.17
SCS5663; SCR0022000	14490/0185016.01	SCS	4/30/1992	1,605.04
SCS5662; SCR0021999	14599/0185016.01	SCS	5/31/1992	1,346.92
SCS5661; SCR0021998	14711/0185016.01	SCS	6/30/1992	697.05
SCS5659; SCR0021996	14872/0185016.01	SCS	7/31/1992	3,520.37
SCS5657; SCR0021998	14937/0185016.01	SCS	8/31/1992	1,724.63
SCS5383	15007/0185016.02	SCS	9/30/1992	910.58



Angeles v. McKesson  
Total Angeles Environmental Costs

Bates	Invoice #	Category	Date	Amount (\$)
SCS5656; SCR0021993	15008/0185016.01	SCS	9/30/1992	284.63
SCS5655; SCR0021992	16040/0185016.01	SCS	10/31/1992	487.97
SCS5653; SCR0021990	16324/0185016.01	SCS	12/31/1992	3,685.74
003274-5	16408/0105016.01	SCS	1/31/1993	895.63
SCS5648; SCR0021985-6	16525/0185016.01	SCS	2/28/1993	3,757.12
003278-9	16625/0185016.01	SCS	3/31/1993	6,029.42
003280-1	16786/0185016.01	SCS	4/30/1993	9,764.44
003282-3	16859/0185016.01	SCS	5/31/1993	3,240.05
SCS5630; 003284-5	16966/0185016.01	SCS	6/30/1993	2,038.42
SCS5620; SCR0021957-8	17111-REV/0185016.01	SCS	7/31/1993	4,925.64
SCS5622; SCR0021959-9	17207/0185016.01	SCS	8/31/1993	6,726.36
SCS5615; 003292-3	17253/0185016.01	SCS	9/30/1993	4,789.73
SCS5612; 003294	17385-A/0185016.01	SCS	10/31/1993	3,434.29
SCS5613; 003295	17385-B/0185016.01	SCS	10/31/1993	1,000.00
SCS5609; 003296-7	17498/0185016.01	SCS	11/30/1993	5,251.79
SCS5607; SCR0021944	17549/0185016.01	SCS	12/31/1993	3,231.14
SCS5603; SCR0021940-1	17628/0185016.01	SCS	1/31/1994	18,224.28
SCS5605	17627/0185016.03	SCS	1/31/1994	3,719.83
SCS5597; AN006296-7	17708/0185016.01	SCS	2/28/1994	12,766.90
SCS5599	17709/0185016.03	SCS	2/29/1994	1,777.00
SCS5594; AN006292-3	17811/0185016.01	SCS	3/31/1994	12,638.76
SCS5591; AN006294-5	17907/0185016.01	SCS	4/30/1994	2,781.29
SCS5589; AN006291	17978/0185016.01	SCS	5/31/1994	1,063.17
SCS5585; SCR0021922	18076/0185016.01	SCS	6/30/1994	617.24
SCS5586	18077/0185016.03	SCS	6/30/1994	1,750.70
SCS5581; SCR0021918-9	18189/0185016.01	SCS	7/31/1994	4,236.69
SCS5583	18190/0185016.03	SCS	7/31/1994	6,213.32
SCS5578; SCR0021915-6	18306/0185016.01	SCS	8/31/1994	4,979.54
SCS5676	18290/0185016.03	SCS	8/31/1994	1,420.99
SCS5574; SCR0021911-2	18370/0185016.01	SCS	9/30/1994	4,854.52
SCS5571; SCR0021908	18540/0185016.01	SCS	10/31/1994	8,926.65
SCS5568; SCR0021905-6	18569/0185016.01	SCS	11/30/1994	4,032.07
SCS5565; SCR0021902-3	18701/0185016.01	SCS	12/31/1994	2,518.73

Angeles v. McKesson  
Total Angeles Environmental Costs

Bates	Invoice #	Category	Date	Amount (\$)
SCS5562; SCR0021899-900	18789/0185016.01	SCS	1/31/1995	7,129.00
SCS5560; SCR0021897	18887/0185016.01	SCS	2/28/1995	3,572.47
SCS5557; SCR0021894-5	18979/0185016.01	SCS	3/31/1995	3,132.67
SCS5555; 2BWS03456	19045/0185016.01	SCS	4/30/1995	3,780.08
SCS5552; 2BWS03452-3	19137/0185016.01	SCS	5/31/1995	6,811.98
SCS5548; 2BWS03449-50	19258/0185016.01	SCS	6/30/1995	3,961.78
SCS5545; 2BWS03446-7	19306/0185016.01	SCS	7/30/1995	2,209.25
SCS5542; 2BWS03441-2	19409/0185016.01	SCS	8/31/1995	3,351.09
SCS5541; 2BWS03434	19510/0185016.01	SCS	9/30/1995	2,462.01
SCS5537; 2BWS03430-1	19634/0185016.01	SCS	10/31/1995	2,492.11
AN005462	19745/0185016.01	SCS	11/30/1995	694.82
AN005449	19856/0185016.01	SCS	12/31/1995	1,387.69
AN005464-5	19916/0185016.01	SCS	1/31/1996	4,552.08
AN005458; 2BWS03419-20	20017/0185016.01	SCS	2/29/1996	9,303.56
AN005454	20120/0185016.01	SCS	3/31/1996	1,047.33
AN005443	20189/0185016.01	SCS	4/30/1996	2,514.24
AN005441	20258/0185016.01	SCS	5/31/1996	5,486.18
AN005437; SCR0021858-9	20347/0185016.01	SCS	6/30/1996	11,103.41
AN005434	20434/0185016.01	SCS	7/31/1996	8,805.38
AN005431-2	20532/0185016.01	SCS	8/31/1996	3,877.30
AN005428-9	20646/0185016.01	SCS	9/30/1996	6,565.58
AN005424-5	20745/0185016.01	SCS	10/31/1996	6,901.86
SCS5512; SCR0021849	20828/0185016.01	SCS	11/30/1996	2,951.92
SCS5511; SCR0021848	20919/0185016.01	SCS	12/31/1996	9,645.78
SCS5509; SCR0021846-7	20997/0185016.01	SCS	1/31/1997	4,818.30
SCS5508; SCR0021845	21077/0185016.01	SCS	2/28/1997	4,252.85
SCS5506; SCR0021843	21161/0185016.01	SCS	3/31/1997	3,553.04
SCS5504; SCR0021841	21258/0185016.01	SCS	4/30/1997	3,937.93
SCS5502; SCR0021839	21348/0185016.01	SCS	5/31/1997	3,289.46
SCS5501; SCR0021838	21482/0185016.01	SCS	6/30/1997	2,482.92
SCS5500; SCR0021837	21672/0185016.01	SCS	7/31/1997	7,890.04
SCS5499; SCR0021836	21721/0185016.01	SCS	8/31/1997	1,995.47
SCS5498; SCR0021835	21816/0185016.01	SCS	9/30/1997	4,338.77

Angeles v. McKesson  
Total Angeles Environmental Costs

Bates	Invoice #	Category	Date	Amount (\$)
AN007046	21916/0185016.01	SCS	10/31/1997	3,798.83
AN007048-49	22011/0185016.01	SCS	11/30/1997	4,393.30
AN007051-52	22150/0185016.01	SCS	12/31/1997	4,626.17
AN007055	22242/0185016.01	SCS	1/31/1998	5,996.56
AN007059-60	22359/0185016.01	SCS	2/28/1998	4,788.28
SCS5490; AN007062-63	22525/0185016.01	SCS	3/31/1998	5,649.31
SCS5489; AN007068	22568/0185016.01	SCS	4/30/1998	5,146.81
SCS5488; AN007066	22723/0185016.01	SCS	5/31/1998	3,071.01
SCS5487; AN007077-78	22845/0185016.01	SCS	6/30/1998	4,944.25
SCS5486; AN007074-75	22989/0185016.01	SCS	7/31/1998	4,327.12
SCS5485; AN007070	23143/0185016.01	SCS	8/31/1998	3,966.68
SCS5483; SCR0021820-1	23259/0185016.01	SCS	9/30/1998	4,961.69
SCS5482; SCR0021819	23379/0185016.01	SCS	10/31/1998	5,115.53
SCS5480; SCR0021817-8	23540/0185016.01	SCS	11/30/1998	7,987.94
SCS5402; SCR0022028	23682/0185016.04	SCS	12/31/1998	2,871.85
SCS5479; SCR0027816	23643/0185016.01	SCS	12/31/1998	6,342.41
SCS5404; SCR0022030	23780/0185016.04	SCS	1/31/1999	3,702.65
SCS5478; SCR0021815	23790/0185016.01	SCS	1/31/1999	5,732.46
SCS5403; SCR0022029	23946/0185016.04	SCS	2/28/1999	3,002.73
SCS5421; SCR0022046	23891/0185016.05	SCS	2/28/1999	3,017.35
SCS5477; SCR0021814	23892/0185016.01	SCS	2/28/1999	4,171.82
SCS5401; SCR0022027	24012/0185016.04	SCS	3/31/1999	4,947.51
SCS5419; SCR0022044-5	23993/0185016.05	SCS	3/31/1999	11,077.12
SCS5475; SCR0021812	23994/0185016.01	SCS	3/31/1999	2,482.05
SCS5399; SCR0022025	24115/0185016.04	SCS	4/30/1999	5,000.24
SCS5415; SCR0022040	24114/0185016.05	SCS	4/30/1999	5,383.46
SCS5471; SCR0021808	24113/0185016.01	SCS	4/30/1999	3,208.49
SCS5685	24248/0185016.06	SCS	5/31/1999	494.00
SCS5398; SCR0022024	24249/0185016.04	SCS	5/31/1999	3,255.15
SCS5413; SCR0022038	24242/0185016.05	SCS	5/31/1999	5,958.05
SCS5470; SCR0021807	24241/0185016.01	SCS	5/31/1999	4,702.09
SCS5684	24450/0185016.06	SCS	6/30/1999	7,112.45
SCS5397; SCR0022023	24449/0185016.04	SCS	6/30/1999	2,765.96



Angeles v. McKesson  
Total Angeles Environmental Costs

Bates	Invoice #	Category	Date	Amount (\$)
SCS5412; SCR0022037	24379/0185016.05	SCS	6/30/1999	2,741.26
SCS5467; SCR0021804-5	24378/0185016.01	SCS	6/30/1999	9,807.75
SCS5683	24558/0185016.06	SCS	7/31/1999	1,984.63
SCS5396; SCR0022022	24557/0185016.04	SCS	7/31/1999	569.63
SCS5410; SCR0022035	24514/0185016.05	SCS	7/31/1999	4,558.10
SCS5465; SCR0021802-3	24513/0185016.01	SCS	7/31/1999	9,482.95
SCS5682	24666/0185016.06	SCS	8/31/1999	223.83
SCS5461; SCR0021798-9	24645/0185016.01	SCS	8/31/1999	5,945.07
SCS4230	24741/0185016.01	SCS	9/30/1999	4,213.38
SCS5395; SCR0022021	24742/0185016.04	SCS	9/30/1999	506.30
SCS5439; SCS6972-3	24914/0185016.01	SCS	10/31/1999	5,949.97
SCS5394; SCR0022020	24856/0185016.04	SCS	10/31/1999	419.50
SCS3764; SCR0021794	24982/01185016.01	SCS	11/30/1999	7,916.04
SCS3765; SCR0022019	24998/01185016.04	SCS	11/30/1999	779.55
SCS3759; SCS6962-3	25098/01185016.01	SCS	12/31/1999	9,960.64
SCS3761; SCR0021789	25099/01185016.05	SCS	12/31/1999	1,320.00
SCS3753; SCS2820-24	25211/01185016.01	SCS	1/31/2000	9,451.10
SCS3755; SCS5821-2	25212/01185016.05	SCS	1/31/2000	417.94
SCS3756; AN004661	25230/01185016.04	SCS	1/31/2000	5,410.53
SCS3746; AN004598-9	25328/01185016.01	SCS	2/29/2000	13,880.74
SCS3748; AN004651-2	25401/01185016.04	SCS	2/29/2000	2,673.80
SCS5435; AN004654-9	25321/1185016.01	SCS	3/6/2000	7,000.00
SCS3739; SCS5806-7	25454/01185016.01	SCS	3/31/2000	13,133.19
SCS3741; SCS5808-9	25497/01185016.04	SCS	3/31/2000	999.59
SCS3731; AN004644-5	10082/01185016.01	SCS	4/30/2000	24,210.06
SCS3733; SCS5388	10081/01185016.04	SCS	4/30/2000	772.30
SCS3734; SCS5680	10240/01185016.06	SCS	6/13/2000	4,500.00
001112	8498	Spencer & Jones	11/16/1981	70,534.52
01106	8647	Spencer & Jones	1/7/1982	30,229.08
00330S	7793	State Board of Equalization	6/14/1993	24,508.00

Angeles v. McKesson  
Total Angeles Environmental Costs

Bates	Invoice #	Category	Date	Amount (\$)
003304	7309C-E	Tonto	11/29/1993	2,119.00
JK000219-JK000230	NA	Purchase Agreement re amount paid for "remediation of the subject property"	11/12/2000	\$400,000.00
<b>TOTAL - ANGELES</b>				<b>1,914,457.13</b>
*Angeles reserves the right to seek any and all damages relating to environmental costs at the time of trial				

# EXHIBIT B



Angeles v. McKesson  
Angeles Invoice Spreadsheet

ANGELES					
Bates	Invoice #	Category	Date	Amount (\$)	Subtotals
AN010486-88	0500-070	BEII	5/22/2000	6,000.00	
BEII-B00021245-6	1127	BEII	6/1/2000	2,500.00	
AN010483	0600-087	BEII	6/6/2000	7,080.00	
BEII-B00021311-2	1104	BEII	7/10/2000	250.00	
BEII-B00021309-10	1105	BEII	7/12/2000	3,200.00	
AN006487	99-107	Masson	3/15/1999	13,336.96	
AN006578	98-115	Masson	4/12/1999	4,928.00	
AN006432	98-115-1	Masson	5/13/1999	5,477.92	
AN007528	N/A	Pacific Resource Recovery	10/28/1998	1,800.00	
SCS5674	11285/0185016.01	SCS	1/31/1990	1,320.52	
001360	185016.01	SCS Lab	2/7/1990	7,200.00	
SCS5672; SCR0022009	11379/0185016.01	SCS	2/28/1990	10,150.95	
001359	185016.01	SCS Lab	4/19/1990	510.00	
SCS5671; SCR0022008	11594/0185016.01	SCS	4/30/1990	1,098.79	
SCS5670; SCR0022007	11786/0185016.01	SCS	6/30/1990	3,101.96	
001358	185016.02	SCS Lab	7/10/1990	6,300.00	
001357	185016.02	SCS Lab	7/12/1990	225.00	
SCS5669; SCR0022006	11921/0185016.01	SCS	7/31/1990	8,557.28	
AN010956	12120/0185016.01	SCS	8/31/1990	930.85	
SCS5667; SCR0022004	12186/0185016.01	SCS	9/30/1990	384.01	
SCS5666; SCR0022003	12296/0185016.01	SCS	10/31/1990	2,332.55	
SCS5673; SCR0022010	12675/0185016.01	SCS	1/31/1991	769.20	
SCS5665; SCR0022002	14062/0185016.01	SCS	12/31/1991	433.75	
SCS5664; SCR0022001	14313/0185016.01	SCS	2/29/1992	1,950.17	
SCS5663; SCR0022000	14490/0185016.01	SCS	4/30/1992	1,605.04	
SCS5662; SCR0021999	14599/0185016.01	SCS	5/31/1992	1,346.92	
SCS5661; SCR0021998	14711/0185016.01	SCS	6/30/1992	697.05	

Angeles v. McKesson  
Angeles Invoice Spreadsheet

Bates	Invoice #	Category	Date	Amount (\$)	Subtotals
SCS5659; SCR0021996	14872/0185016.01	SCS	7/31/1992	3,520.37	
SCS5657; SCR0021998	14937/0185016.01	SCS	8/31/1992	1,724.63	
SCS5656; SCR0021993	15008/0185016.01	SCS	9/30/1992	284.63	
SCS5655; SCR0021992	16040/0185016.01	SCS	10/31/1992	487.97	
SCS5653; SCR0021990	16324/0185016.01	SCS	12/31/1992	3,685.74	
003274-5	16408/0105016.01	SCS	1/31/1993	895.63	
SCS5648; SCR0021985-6	16525/0185016.01	SCS	2/28/1993	3,757.12	
003278-9	16625/0185016.01	SCS	3/31/1993	6,029.42	
003280-1	16786/0185016.01	SCS	4/30/1993	9,764.44	
003282-3	16859/0185016.01	SCS	5/31/1993	3,240.05	
SCS5630; 003284-5	16966/0185016.01	SCS	6/30/1993	2,038.42	
SCS5620; SCR0021957-8	17111-REV/0185016.01	SCS	7/31/1993	4,925.64	
SCS5622; SCR0021959-9	17207/0185016.01	SCS	8/31/1993	6,726.36	
SCS5615; 003292-3	17253/0185016.01	SCS	9/30/1993	4,789.73	
SCS5612; 003294	17385-A/0185016.01	SCS	10/31/1993	3,434.29	
SCS5613; 003295	17385-B/0185016.01	SCS	10/31/1993	1,000.00	
SCS5609; 003296-7	17498/0185016.01	SCS	11/30/1993	5,251.79	
SCS5607; SCR0021944	17549/0185016.01	SCS	12/31/1993	3,231.14	
SCS5603; SCR0021940-1	17628/0185016.01	SCS	1/31/1994	18,224.28	
SCS5597; AN006296-7	17708/0185016.01	SCS	2/28/1994	12,766.90	
SCS5594; AN006292-3	17811/0185016.01	SCS	3/31/1994	12,638.76	
SCS5591; AN006294-5	17907/0185016.01	SCS	4/30/1994	2,781.29	
SCS5589; AN006291	17978/0185016.01	SCS	5/31/1994	1,063.17	
SCS5585; SCR0021922	18076/0185016.01	SCS	6/30/1994	617.24	
SCS5581; SCR0021918-9	18189/0185016.01	SCS	7/31/1994	4,236.69	
SCS5578; SCR0021915-6	18306/0185016.01	SCS	8/31/1994	4,979.54	
SCS5574; SCR0021911-2	18370/0185016.01	SCS	9/30/1994	4,854.52	
SCS5571; SCR0021908	18540/0185016.01	SCS	10/31/1994	8,926.65	
SCS5568; SCR0021905-6	18569/0185016.01	SCS	11/30/1994	4,032.07	
SCS5565; SCR0021902-3	18701/0185016.01	SCS	12/31/1994	2,518.73	
SCS5562; SCR0021899-900	18789/0185016.01	SCS	1/31/1995	7,129.00	
SCS5560; SCR0021897	18887/0185016.01	SCS	2/28/1995	3,572.47	
SCS5557; SCR0021894-5	18979/0185016.01	SCS	3/31/1995	3,132.67	

Angeles v. McKesson  
Angeles Invoice Spreadsheet

Bates	Invoice #	Category	Date	Amount (\$)	Subtotals
SCS5555; 2BWS03456	19045/0185016.01	SCS	4/30/1995	3,780.08	
SCS5552; 2BWS03452-3	19137/0185016.01	SCS	5/31/1995	6,811.98	
SCS5548; 2BWS03449-50	19258/0185016.01	SCS	6/30/1995	3,961.78	
SCS5545; 2BWS03446-7	19306/0185016.01	SCS	7/30/1995	2,209.25	
SCS5542; 2BWS03441-2	19409/0185016.01	SCS	8/31/1995	3,351.09	
SCS5541; 2BWS03434	19510/0185016.01	SCS	9/30/1995	2,462.01	
SCS5537; 2BWS03430-1	19634/0185016.01	SCS	10/31/1995	2,492.11	
AN005462	19745/0185016.01	SCS	11/30/1995	694.82	
AN005449	19856/0185016.01	SCS	12/31/1995	1,387.69	
AN005464-5	19916/0185016.01	SCS	1/31/1996	4,552.08	
AN005458; 2BWS03419-20	20017/0185016.01	SCS	2/29/1996	9,303.56	
AN005454	20120/0185016.01	SCS	3/31/1996	1,047.33	
AN005443	20189/0185016.01	SCS	4/30/1996	2,514.24	
AN005441	20258/0185016.01	SCS	5/31/1996	5,486.18	
AN005437; SCR0021858-9	20347/0185016.01	SCS	6/30/1996	11,103.41	
AN005434	20434/0185016.01	SCS	7/31/1996	8,805.38	
AN005431-2	20532/0185016.01	SCS	8/31/1996	3,877.30	
AN005428-9	20646/0185016.01	SCS	9/30/1996	6,565.58	
AN005424-5	20745/0185016.01	SCS	10/31/1996	6,901.86	
SCS5512; SCR0021849	20828/0185016.01	SCS	11/30/1996	2,951.92	
SCS5511; SCR0021848	20919/0185016.01	SCS	12/31/1996	9,645.78	
SCS5509; SCR0021846-7	20997/0185016.01	SCS	1/31/1997	4,818.30	
SCS5508; SCR0021845	21077/0185016.01	SCS	2/28/1997	4,252.85	
SCS5506; SCR0021843	21161/0185016.01	SCS	3/31/1997	3,553.04	
SCS5504; SCR0021841	21258/0185016.01	SCS	4/30/1997	3,937.93	
SCS5502; SCR0021839	21348/0185016.01	SCS	5/31/1997	3,289.46	
SCS5501; SCR0021838	21482/0185016.01	SCS	6/30/1997	2,482.92	
SCS5500; SCR0021837	21672/0185016.01	SCS	7/31/1997	7,890.04	
SCS5499; SCR0021836	21721/0185016.01	SCS	8/31/1997	1,995.47	
SCS5498; SCR0021835	21816/0185016.01	SCS	9/30/1997	4,338.77	
AN007046	21916/0185016.01	SCS	10/31/1997	3,798.83	
AN007048-49	22011/0185016.01	SCS	11/30/1997	4,393.30	
AN007051-52	22150/0185016.01	SCS	12/31/1997	4,626.17	



Angeles v. McKesson  
Angeles Invoice Spreadsheet

Bates	Invoice #	Category	Date	Amount (\$)	Subtotals
AN007055	22242/0185016.01	SCS	1/31/1998	5,996.56	
AN007059-60	22359/0185016.01	SCS	2/28/1998	4,788.28	
SCS5490; AN007062-63	22525/0185016.01	SCS	3/31/1998	5,649.31	
SCS5489; AN007068	22568/0185016.01	SCS	4/30/1998	5,146.81	
SCS5488; AN007066	22723/0185016.01	SCS	5/31/1998	3,071.01	
SCS5487; AN007077-78	22845/0185016.01	SCS	6/30/1998	4,944.25	
SCS5486; AN007074-75	22989/0185016.01	SCS	7/31/1998	4,327.12	
SCS5485; AN007070	23143/0185016.01	SCS	8/31/1998	3,966.68	
5CS5483; SCR0021820-1	23259/0185016.01	SCS	9/30/1998	4,961.69	
5CS5482; SCR0021819	23379/0185016.01	SCS	10/31/1998	5,115.53	
SCS5480; SCR0021817-8	23540/0185016.01	SCS	11/30/1998	7,987.94	
SCS5479; SCR0027816	23643/0185016.01	SCS	12/31/1998	6,342.41	
SCS5478; SCR0021815	23790/0185016.01	SCS	1/31/1999	5,732.46	
SCS5477; SCR0021814	23892/0185016.01	SCS	2/28/1999	4,171.82	
SCS5475; SCR0021812	23994/0185016.01	SCS	3/31/1999	2,482.05	
SCS5471; SCR0021808	24113/0185016.01	SCS	4/30/1999	3,208.49	
SCS5470; SCR0021807	24241/0185016.01	SCS	5/31/1999	4,702.09	
SCS5467; SCR0021804-5	24378/0185016.01	SCS	6/30/1999	9,807.75	
SCS5465; SCR0021802-3	24513/0185016.01	SCS	7/31/1999	9,482.95	
5CS5461; SCR0021798-9	24645/0185016.01	SCS	8/31/1999	5,945.07	
SCS4230	24741/0185016.01	SCS	9/30/1999	4,213.38	
SCS5439; SCS6972-3	24914/0185016.01	SCS	10/31/1999	5,949.97	
SCS3764; SCR0021794	24982/01185016.01	SCS	11/30/1999	7,916.04	
SCS3759; SCS6962-3	25098/01185016.01	SCS	12/31/1999	9,960.64	
SCS3753; SCS2820-24	25211/01185016.01	SCS	1/31/2000	9,451.10	
SCS3746; AN004598-9	25328/01185016.01	SCS	2/29/2000	13,880.74	
SCS5435; AN004654-9	25321/1185016.01	SCS	3/6/2000	7,000.00	
SCS3739; SCS5806-7	25454/01185016.01	SCS	3/31/2000	13,133.19	
SCS3731; AN004644-5	10082/01185016.01	SCS	4/30/2000	24,210.06	
					\$602,576.17
DTSCANG012996	12680	DTSC	3/10/1994		
DTSCANG012996	B00096	DTSC	1/19/1995		

Angeles v. McKesson  
Angeles Invoice Spreadsheet

Bates	Invoice #	Category	Date	Amount (\$)	Subtotals
DTSCANG012996	B00229	DTSC	3/27/1995		
DTSCANG012996	B00347	DTSC	6/26/1995		
DTSCANG012996	C00076	DTSC	10/26/1995		
DTSCANG012996	C00302	DTSC	2/1/1996		
DTSCANG012996	C00435	DTSC	2/20/1996		
DTSCANG012996	C00612	DTSC	5/14/1996		
DTSCANG012996	13530	DTSC	7/30/1997		
DTSCANG012996	E00315	DTSC	9/17/1997		
DTSCANG012996	E00433	DTSC	11/12/1997		
DTSCANG012996	E00718	DTSC	3/10/1998		
DTSCANG012996	E00923	DTSC	6/8/1998		
DTSCANG012996	F00045	DTSC	9/14/1998		
DTSCANG012996	F00319	DTSC	11/23/1998		
DTSCANG012996	F00561	DTSC	2/24/1999		
DTSCANG012996	F00847	DTSC	5/12/1999		
DTSCANG012996	G00093	DTSC	9/6/1999		
DTSCANG012996	G00333	DTSC	11/1/1999		
DTSCANG012996	G00699	DTSC	2/7/2000		
DTSCANG012996	G01050	DTSC	5/3/2000		
DTSCANG012996	H00281	DTSC	9/21/2000		
DTSCANG012996	G01050	DTSC	5/3/2000		
DTSCANG012996	H00281	DTSC	9/21/2000		
DTSCANG012996	H00436	DTSC	11/8/2000		
DTSCANG012996	H00825	DTSC	1/25/2001		
DTSCANG012996	H1174	DTSC	4/24/2001		
DTSCANG012996	I00070	DTSC	8/24/2001		
DTSCANG012996	I00460	DTSC	11/15/2001		
DTSCANG012996	I00907	DTSC	1/31/2002		
DTSCANG012996	I01286	DTSC	5/1/2002		
DTSCANG012996	J00023	DTSC	8/29/2002		
DTSCANG012996	J00527	DTSC	11/6/2002		
DTSCANG012996	J00808	DTSC	2/4/2003		
DTSCANG012996	J01346	DTSC	4/28/2003		

Angeles v. McKesson  
Angeles Invoice Spreadsheet

Bates	Invoice #	Category	Date	Amount (\$)	Subtotals
DTSCANG012996	05SM1626	DTSC	12/6/2005		
DTSCANG012996; GRE03576	05SM2354	DTSC	1/31/2006		
DTSCANG012996; GRE03576	06SM2720	DTSC	5/9/2006		
DTSCANG012996; GRE03576	06SM1550	DTSC	1/26/2007		
DTSCANG012996; GRE03576	06SM3054	DTSC	5/23/2007		
AN016666-70	07SM2023	DTSC	11/5/2007		
AN016666-70	07SM2971	DTSC	2/4/2008		
AN016666-70	08SM0787	DTSC	9/10/2008		
AN016666-70	08SM1438	DTSC	10/27/2008		
DTSCANG012996	Payments	DTSC	Through 12/6/2005	117,838.05	
GREV03576	Balance	DTSC	Through 10/27/2008	354,276.24	
JK000219-JK000230	NA	Purchase Agreement re amount paid for "remediation of the subject property"	11/12/2000	\$400,000.00	\$517,838.05
<b>TOTAL ANGELES</b>				<b>1,474,690.46</b>	
*Angeles reserves the right to add and/or supplement any invoices at the time of trial					



# EXHIBIT C

Angeles v. McKesson  
Greve Invoice Spreadsheet

Bates	Invoice #	Category	Date	Amount (\$)
JK000164	39817	A&L Tractor Service	7/24/2001	1,760.00
GREV11297	BL601075	Alpha Scientific Corporation	1/27/2006	190.00
ALPHA00002; GREV00855	BL602080	Alpha Scientific Corporation	3/6/2006	95.00
ALPHA00003; GREV01112	BL603113	Alpha Scientific Corporation	4/5/2006	4,374.00
DTSCANG013760	BL605067	Alpha Scientific Corporation	5/26/2006	95.00
GREV11263	BL606113	Alpha Scientific Corporation	7/6/2006	5,908.00
GREV11262	BL607015	Alpha Scientific Corporation	7/11/2006	190.00
GREV11256	BL610036	Alpha Scientific Corporation	10/10/2006	95.00
GREV11249	BL609103	Alpha Scientific Corporation	10/31/2006	6,145.00
GREV11240	BL611037	Alpha Scientific Corporation	11/10/2006	95.00
DTSCANG013542	BL611023	Alpha Scientific Corporation	12/1/2006	1,312.00
GREV11243	BL612048	Alpha Scientific Corporation	12/18/2006	6,190.00
GREV11180	BL703122	Alpha Scientific Corporation	3/27/2007	3,343.00
GREV11201	BL703155	Alpha Scientific Corporation	3/30/2007	197.00
GREV11208	BL706170	Alpha Scientific Corporation	7/9/2007	2,185.00
GREV11200	BL711057	Alpha Scientific Corporation	11/13/2007	190.00
GREV11196	BL712031	Alpha Scientific Corporation	12/12/2007	190.00
GREV11195	BL712079	Alpha Scientific Corporation	12/26/2007	1,845.00
GREV11158	GF805106	Alpha Scientific Corporation	5/23/2008	170.00
GREV11154	GF806074	Alpha Scientific Corporation	6/18/2008	190.00
GREV11152	GF806083	Alpha Scientific Corporation	6/23/2008	1,760.00
GREV11150	GF807043	Alpha Scientific Corporation	7/15/2008	190.00
GREV11146	GF807146	Alpha Scientific Corporation	7/31/2008	95.00
GREV11147	GF807140	Alpha Scientific Corporation	8/4/2008	95.00
BEII-B00010645	111643461	Asbury Environmental Services	3/27/2003	2,162.91
BEII-B00011118	112903162	Asbury Environmental Services	5/30/2003	551.11
GREV00133-134	115086718	Asbury Environmental Services	9/11/2003	1,713.92
GREV00228-229	119379314	Asbury Environmental Services	4/6/2004	2,007.89

Angeles v. McKesson  
Greve Invoice Spreadsheet

GREV00034	19631	B.L.M. Equipment Rentals, Inc.	7/26/2001	4,286.00
GREV01026	5355	Baker Furnace	5/5/2005	893.06
GREV01029	5394	Baker Furnace	6/8/2005	2,163.00
GREV01275	5434	Baker Furnace	7/12/2005	340.00
GREV01009	5448	Baker Furnace	7/19/2005	517.60
GREV01291-93	5454	Baker Furnace	7/27/2005	535.76
DTSCANG013934	5493	Baker Furnace	8/30/2005	556.50
GREV01016	5505	Baker Furnace	9/15/2005	340.00
GREV01013-4	5525	Baker Furnace	9/26/2005	1,042.43
DTSCANG013923	5554	Baker Furnace	10/17/2005	340.00
DTSCANG013937	5587	Baker Furnace	10/31/2005	101.77
DTSCANG013914-15	5661	Baker Furnace	12/28/2005	170.00
GREV00189	030609MP1	Blaine Tech Services, Inc.	6/20/2003	4,721.75
GREV00190	031209ZM1	Blaine Tech Services, Inc.	12/12/2003	3,304.00
GREV00238-9	040318MP1	Blaine Tech Services, Inc.	3/22/2004	3,140.00
GREV00231	040614CD1	Blaine Tech Services, Inc.	6/17/2004	2,812.00
GREV00233	040913CG1	Blaine Tech Services, Inc.	9/15/2004	2,872.00
GREV00261-262	041215AS1	Blaine Tech Services, Inc.	12/17/2004	2,884.00
GREV00261	041215AS1	Blaine Tech Services, Inc.	2/22/2005	DUP
GREV00300-301	050311MP1	Blaine Tech Services, Inc.	3/14/2005	1,876.00
GREV00843	050603CG1	Blaine Tech Services, Inc.	6/6/2005	2,650.00
GREV00835-6	050919FS1	Blaine Tech Services, Inc.	9/20/2005	2,600.00
GREV00831-832	051216SA1	Blaine Tech Services, Inc.	12/20/2005	2,886.00
GREV00827; 829	060324ES1	Blaine Tech Services, Inc.	3/27/2006	2,837.00
GREV11271	060616AW1	Blaine Tech Services, Inc.	6/19/2006	2,700.00
GREV11255	060919DB1	Blaine Tech Services, Inc.	9/21/2006	2,575.00
GREV11247	061207MP1	Blaine Tech Services, Inc.	12/11/2006	2,880.00
BEII-B00021236-7	1131	BEII	9/7/2000	493.75
AN10474	1141	BEII	9/27/2000	550.00
BEII-B00021182-3	1152	BEII	11/2/2000	3,000.00
JK000502	1148	BEII	11/2/2000	955.00



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BEII-B00021157; JK000372	1161	BEII	12/19/2000	35,858.05
JVK00000249; BEII-B00021120	1174	BEII	1/19/2001; 3/1/2001	27,466.75
GREV00015; JVK00000250; BEII-B00021118-9	1175	BEII	1/19/2001; 3/1/2001	8,391.30
GREV00012	1167	BEII	1/22/2001	4,345.00
GREV00013	1173	BEII	2/14/2001	560.00
GREV00016; GREV00094; JK000120	1177	BEII	3/1/2001	1,466.25
GREV00017; GREV00094	1182	BEII	3/8/2001	280.00
GREV00018-20; GREV00090	1189	BEII	4/6/2001	7,267.50
GREV00021; GREV00094	1195	BEII	5/1/2001	910.00
GREV00022-23	1202	BEII	6/5/2001	3,360.00
GREV00024-25	1214	BEII	7/9/2001	2,170.00
GREV00026	1220	BEII	8/3/2001	21,922.86
GREV00027-28	1225	BEII	8/9/2001	2,590.00
GREV00030	1243	BEII	11/12/2001	3,885.00
GREV00031	1244	BEII	11/12/2001	935.00
GREV00100-101	1255	BEII	1/9/2002	5,500.00
GREV00105	1258	BEII	1/24/2002	1,866.00
GREV00109	1262	BEII	1/28/2002	897.00
GREV00104	1267	BEII	2/12/2002	29,341.75
GREV00110	1270	BEII	3/4/2002	3,439.00
GREV00111-112	1298	BEII	7/24/2002	7,548.25
GREV00121, 124-6	1308	BEII	9/6/2002	50,933.75
GREV00115	1322	BEII	12/12/2002	8,946.00
GREV00116-117; DSI00000358-60	1324	BEII	1/6/2003	14,227.00
GREV00118-119	1329	BEII	2/3/2003	37,765.08
GREV00122-123	1330	BEII	2/6/2003	6,845.00
GREV00164; 168	1337	BEII	4/9/2003	14,768.00
BEII-B00020651	1346	BEII	5/1/2003	3,099.83
GREV00160-162	1347	BEII	5/5/2003	19,803.50
GREV00152-153; 158	1352	BEII	7/11/2003	20,211.05
BEII-B00020622	1360	BEII	8/5/2003	54,854.81
GREV00150-151	1364	BEII	8/12/2003	5,172.50
BEII-B00019313	1367	BEII	8/14/2003	2,362.50
GREV00145-146; 149	1373	BEII	9/11/2003	4,233.75

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GREV00142-144	1381	BEII	10/7/2003	16,008.19
DTSC-500385-386; GREV00194	1387	BEII	10/28/2003	15,243.00
GREV00196-198	1396	BEII	12/2/2003	5,715.00
GREV00199-201	1404	BEII	1/13/2004	6,880.00
BEII-B00021362-3	1407	BEII	1/29/2004	8,873.97
GREV00202-204	1409	BEII	2/5/2004	2,945.00
GREV00214-215	1418	BEII	3/4/2004	3,777.50
GREV00234-236	1422	BEII	4/8/2004	5,052.50
BEII-B00021464-73	1424	BEII	4/13/2004	7,450.00
GREV00219-221; 223-224	1429	BEII	5/6/2004	17,983.75
GREV00257; 259-260	1436	BEII	6/8/2004	4,045.00
GREV00266-267	1441	BEII	7/8/2004	4,693.75
JVK00000377-378	1444	BEII	8/10/2004	5,232.50
JVK00000381-382	1448	BEII	9/7/2004	5,112.50
GREV00846	802681	Boart Longyear	8/10/2005	86.60
GREV03020	889977	Boart Longyear	9/25/2006	108.25
GREV03202	19207	Carbon Activated Corp.	6/25/2007	8,443.50
GREV11153	21084	Carbon Activated Corp.	7/8/2008	5,202.00
GREV11193	20277	Carbon Activated Corp.	1/30/2008	4,518.00
JK000167-183	3470	Century Sand & Gravel	7/21/2001	4,599.00
JK000166	NA	Century Sand & Gravel	7/24/2001	1,095.00
GREV11295	NA	City of Santa Fe Springs	2/8/2006	420.00
GREV11261	NA	City of Santa Fe Springs	9/20/2006	570.00
GREV11142	NA	City of Santa Fe Springs	10/28/2008	205.00
GREV00633-635	1531	Clean Soil, Inc.	2/7/2004	5,355.00
CSI00000168-172	1522	Clean Soil, Inc.	10/12/2004	4,240.00
GREV00627-629	1523	Clean Soil, Inc.	11/2/2004	4,342.50
GREV00630-632	1526	Clean Soil, Inc.	12/7/2004	6,403.75
CSI00000189	1527	Clean Soil, Inc.	1/6/2005	4,270.00

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CSI00000190	1528	Clean Soil, Inc.	1/6/2005	1,241.25
GREV00636-637	1533	Clean Soil, Inc.	3/2/2005	1,602.50
GREV00660	1534	Clean Soil, Inc.	6/7/2006	3,825.00
GREV00661	1535	Clean Soil, Inc.	6/7/2006	4,095.00
GREV00662	1536	Clean Soil, Inc.	6/7/2006	4,185.00
GREV00663	1537	Clean Soil, Inc.	6/7/2006	3,915.00
GREV11233	1538	Clean Soil Inc.	12/31/2006	4,590.00
GREV11232	1539	Clean Soil Inc.	12/31/2006	4,387.50
GREV11231	1540	Clean Soil Inc.	12/31/2006	4,308.75
GREV11230	1541	Clean Soil Inc.	1/30/2007	4,200.00
GREV11215	4	Clean Soil, Inc.	10/1/2007	997.30
GREV11216	5	Clean Soil, Inc.	10/4/2007	180.00
GREV11211	9	Clean Soil, Inc.	10/15/2007	270.00
GREV11210	8	Clean Soil, Inc.	10/15/2007	330.00
GREV11204	18	Clean Soil, Inc.	11/17/2007	1,700.00
GREV11209	23	Clean Soil, Inc.	11/21/2007	680.00
GREV11202	29	Clean Soil, Inc.	12/20/2007	1,425.00
GREV11205	32	Clean Soil, Inc.	12/31/2007	3,485.00
GREV11198	34	Clean Soil, Inc.	1/9/2008	1,912.50
GREV11197	35	Clean Soil, Inc.	1/9/2008	680.00
GREV11199	39	Clean Soil, Inc.	1/23/2008	3,570.00
GREV11191	44	Clean Soil, Inc.	2/8/2008	405.00
GREV11190	45	Clean Soil, Inc.	2/15/2008	425.00
GREV11188	51	Clean Soil, Inc.	3/24/2008	510.00
GREV11172	59	Clean Soil, Inc.	4/15/2008	850.00
GREV11169	63	Clean Soil, Inc.	5/9/2008	1,340.00
GREV11168	68	Clean Soil, Inc.	5/24/2008	850.00
GREV11167	69	Clean Soil, Inc.	6/2/2008	1,700.00
GREV11164	73	Clean Soil, Inc.	6/26/2008	1,700.00
GREV11163	72	Clean Soil, Inc.	6/26/2008	85.00
GREV11155	74	Clean Soil, Inc.	7/5/2008	1,700.00
GREV11151	80	Clean Soil, Inc.	8/12/2008	830.00
GREV11148	85	Clean Soil, Inc.	9/19/2008	1,085.00
GREV11143	89	Clean Soil, Inc.	10/6/2008	1,120.00



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GREV11140	97	Clean Soil, Inc.	11/11/2008	1,590.00
GREV11139	100	Clean Soil, Inc.	12/1/2008	1,280.00
GREV11309	102	Clean Soil, Inc.	12/8/2008	1,270.00
GREV11310	105	Clean Soil, Inc.	12/18/2008	2,000.00
GREV11312	106	Clean Soil, Inc.	1/16/2009	1,110.00
GREV11313	109	Clean Soil, Inc.	1/29/2009	1,405.00
GREV00870-2	GRE-FS-072605	Clear Blue Environmental	9/8/2005	533.03
GREV02972	GRE-ES-051606	Clear Blue Environmental	6/12/2006	1,098.13
GREV11170	ACC-040808	Clear Blue Environmental	4/24/2008	1,607.46
GREV00084	01-903	EREMCO	9/19/2001	122.28
JK000191	130730	EZE Trucking	7/17/2001	1,701.30
GREV00786	602	Fernal Properties, Inc.	3/1/2006	1,695.76
GREV01049	603	Fernal Properties, Inc.	4/3/2006	700.00
GREV01047-1048	605	Fernal Properties, Inc.	5/13/2006	300.00
GREV03032	606	Fernal Properties, Inc.	6/3/2006	325.00
GREV03030	610	Fernal Properties, Inc.	6/30/2006	200.93
GREV11260	613	Fernal Properties, Inc.	8/29/2006	75.00
GREV03024	614	Fernal Properties, Inc.	10/6/2006	50.00
DTSCANG013514	616	Fernal Properties, Inc.	11/12/2006	381.21
GREV11185	715	Fernal Properties, Inc.	8/15/2007	325.00
GREV11186	713	Fernal Properties, Inc.	9/28/2007	150.00
GREV11187	716	Fernal Properties, Inc.	10/12/2007	100.00
GREV11184	721	Fernal Properties, Inc.	11/12/2007	200.00
GREV11183	720	Fernal Properties, Inc.	11/15/2007	150.00
GREV11182	722	Fernal Properties, Inc.	12/10/2007	150.00
GREV11181	719	Fernal Properties, Inc.	12/17/2007	308.14
GREV11177	801	Fernal Properties, Inc.	1/7/2008	157.24
GREV11176	802	Fernal Properties, Inc.	1/22/2008	248.51
GREV11175	804	Fernal Properties, Inc.	1/29/2008	50.00
GREV11174	805	Fernal Properties, Inc.	3/12/2008	200.00

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GREV11173	806	Fernal Properties, Inc.	4/11/2008	250.00
GREV11159	807	Fernal Properties, Inc.	5/13/2008	100.00
GREV11161	808	Fernal Properties, Inc.	6/5/2008	643.47
GREV11160	809	Fernal Properties, Inc.	6/5/2008	128.77
GREV11162	810	Fernal Properties, Inc.	6/17/2008	175.00
GREV11141	812	Fernal Properties, Inc.	9/18/2008	200.00
GREV11138	818	Fernal Properties, Inc.	11/1/2008	682.99
GREV11289	80300	Foster & Sons	2/28/2006	600.00
GREV11156	5973	Foster & Sons	6/7/2008	144.00
DTSC-2 01154-55	847	Frontier Environmental Services, Inc	5/9/2003	109,043.00
GREV00864	S13639100	George T. Hall Company, Inc.	3/23/2006	51.55
GREV00865	46360	Geotechnical Services, Inc.	9/21/2005	470.81
JK000189	11944	Hydraulic Cranes	7/17/2001	1,970.00
GREV00066	01153-1	Interphase	7/19/2001	1,577.00
GREV11319	NA	James Jazmin	10/19/2004	1,400.00
GREV00191-193	1027F	Layne Christensen Company	7/23/2003	30,210.00
GREV00132	NA	Lyn/Mar Company	3/24/2003	150.00
GREV00131	03-128	Masson	7/8/2003	4,678.00
JK000184-6	117106	Monte Collins	7/18/2001	808.00
GREV00272	41201	ProHydro Inc.	12/19/2004	660.00
GREV00268; 271	41202	ProHydro Inc.	12/20/2004	4,694.00
GREV00273-274	50301	ProHydro Inc.	3/9/2005	197.39

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GREV01080-82	5120501	ProHydro Inc.	12/5/2005	455.50
GREV02992	6062221	ProHydro Inc.	6/22/2006	282.45
GREV11246	702091GRE	ProHydro Inc.	2/9/2007	11,628.19
GREV11223	705241GRE	ProHydro Inc.	5/24/2007	1,322.98
GREV11214	I-708296	ProHydro Inc.	8/29/2007	685.29
GREV11207	I-7112301	ProHydro Inc.	11/23/2007	685.29
GREV11194	I-8021305	ProHydro Inc.	2/13/2008	590.11
GREV11166	I-8052233	ProHydro Inc.	5/22/2008	636.86
GREV11149	I-8082577	ProHydro Inc.	8/25/2008	765.84
GREV11137	I-8112693	ProHydro Inc.	11/26/2008	1,270.00
GREV11311	I-8112693	ProHydro Inc.	11/26/2008	423.43
GREV00075	0105747-IN	Sinclair	7/18/2001	151.63
GREV00068	0105908-IN	Sinclair	7/23/2001	15,165.36
GREV00069	0105918-IN	Sinclair	7/23/2001	314.92
GREV00241	1624139	South Coast Air Quality Managemer	10/19/2004	320.66
GREV00297-298	1651819	South Coast Air Quality Managemer	3/1/2005	1,488.72
GREV11229	1846635	South Coast Air Quality Managemer	2/20/2007	81.89
GREV11227	1846634	South Coast Air Quality Managemer	2/20/2007	1,656.94
GREV11221	1846635	South Coast Air Quality Managemer	7/17/2007	102.36
GREV11179	1935771	South Coast Air Quality Managemer	1/2/2008	954.71
GREV11178	1934524	South Coast Air Quality Managemer	1/2/2008	99.09
GREV00079	N10791	STS	7/26/2001	1,950.00
GREV00080	N10778	STS	7/26/2001	3,150.00
GREV00175; 187; BEI-B000114555 (Invoice for \$15,641.00 - \$9,000 paid by Greve (remainder paid by BEI))	BL211058	STS	12/12/2002	9,000.00
GREV00175; 181	BL309135	STS	9/29/2003	195.00
GREV00175; 186	BL309179	STS	9/30/2003	120.00
GREV00175; 179	BL310039	STS	10/7/2003	120.00
GREV00175; 185	BL310083	STS	10/13/2003	120.00
GREV00175; 180	BL310134	STS	10/22/2003	120.00



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GREV00175-176	BL310117	STS	10/27/2003	1,040.00
GREV00175; 177	BL310110	STS	10/27/2003	810.00
GREV00175; 178	BL310098	STS	10/27/2003	970.00
GREV00244	BL312074	STS	11/9/2003	600.00
GREV00175; 184	BL312074	STS	12/29/2003	1,930.00
GREV00175; 183	BL312084	STS	12/31/2003	2,257.00
GREV00175; 182	BL312109	STS	12/31/2003	510.00
GREV00245	BL402079	STS	2/20/2004	115.00
GREV00246	BL402087	STS	3/5/2004	470.00
GREV00243	BL402087	STS	3/5/2004	185.00
GREV00306	BL409167	STS	10/4/2004	255.00
GREV00304	BL412082	STS	12/20/2004	120.00
GREV00305	BL412115	STS	12/22/2004	230.00
GREV00639	BL412111	STS	12/30/2004	3,506.00
STC001514	BL412114	STS	12/30/2004	2,890.00
GREV00625; 642	BL503064	STS	4/6/2005	6,789.00
GREV00859	BL506031	STS	6/15/2005	6,924.00
GREV01125	BL509112	STS	9/30/2005	5,216.00
GREV11296	BL512108	STS	1/3/2006	5,026.00
DTSCANG013696	32460	Suburban Propane	8/3/2005	355.64
DTSCANG013699	1388	Suburban Propane	8/21/2005	372.88
DTSCANG013702	32961	Suburban Propane	9/2/2005	811.83
DTSCANG013705	33113	Suburban Propane	9/14/2005	711.24
DTSCANG013706	76308	Suburban Propane	9/23/2005	66.95
GREV01069-70	33391	Suburban Propane	10/3/2005	379.76
GREV01073	33499	Suburban Propane	10/10/2005	853.18
GREV01076	33639	Suburban Propane	10/18/2005	1,011.79
GREV01079	33717	Suburban Propane	10/24/2005	391.45
GREV01085	33867	Suburban Propane	11/1/2005	895.48
GREV11293	33950	Suburban Propane	11/3/2005	641.79
GREV11292	340143	Suburban Propane	12/23/2005	1,022.53
GREV01053-1055	341671	Suburban Propane	4/13/2006	873.52
GREV11270	1654-042987	Suburban Propane	7/6/2006	1,046.34

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GREV11266	1654-042987	Suburban Propane	7/14/2006	60.00
GREV11220	121325	Suburban Propane	7/14/2007	60.00
DTSCANG013940	K6F09JK	The Digivac Company	6/9/2006	496.00
GREV00986	1561	The Leu Group	3/18/2003	9,845.36
GREV00293-294	1243	The Leu Group	2/12/2005	390.00
GREV00275-276	1258	The Leu Group	2/19/2005	585.00
GREV00279-280	1271	The Leu Group	3/19/2005	10,944.04
GREV00289-291	1287	The Leu Group	3/26/2005	4,480.00
GREV00314	1299	The Leu Group	4/2/2005	2,455.77
GREV00311	1306	The Leu Group	4/9/2005	2,720.00
LEU001933-5	1318	The Leu Group	4/16/2005	6,400.00
LEU001928	1322	The Leu Group	4/30/2005	11,030.00
LEU001922-7	1328	The Leu Group	5/7/2005	7,573.75
LEU001918-21	1336	The Leu Group	5/14/2005	1,227.53
GREV00955	1344	The Leu Group	5/21/2005	1,423.21
GREV00948	1407	The Leu Group	8/27/2005	1,260.00
GREV00931; 944	1414	The Leu Group	9/3/2005	3,920.00
LEU001900	1421	The Leu Group	9/10/2005	1,907.50
GREV00926	1430	The Leu Group	9/17/2005	1,155.00
GREV00919	1437	The Leu Group	10/1/2005	2,980.50
GREV01177; GREV11298	1444	The Leu Group	10/15/2005	800.00
GREV00906; 996	1484	The Leu Group	12/3/2005	1,280.00
GREV00294-6	1243	The Leu Group	12/12/2005	390.00
GREV01231	1541	The Leu Group	2/11/2006	5,979.38
GREV00974	1550	The Leu Group	3/4/2006	10,980.00
GREV00986	1561	The Leu Group	3/18/2006	9,345.36
GREV00895; 01159	1566	The Leu Group	4/1/2006	4,719.78
GREV00744	1576	The Leu Group	4/10/2006	1,414.58
GREV01139/03146	1580	The Leu Group	4/22/2006	616.08
GREV00737	1590	The Leu Group	5/6/2006	2,420.03
GREV03014	1607	The Leu Group	5/20/2006	648.06
GREV00757	1615	The Leu Group	6/10/2006	1,920.00

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GREV02995	1622	The Leu Group	6/26/2006	320.00
GREV02976	1638	The Leu Group	7/22/2006	4,801.60
GREV02985	1656	The Leu Group	8/5/2006	480.00
DTSCANG013342	1669	The Leu Group	9/2/2006	3,117.50
GREV11257	1679	The Leu Group	9/16/2006	1,120.00
GREV03045	1686	The Leu Group	9/30/2006	5,951.02
GREV11248	1699	The Leu Group	10/14/2006	5,929.10
GREV11244	1717	The Leu Group	11/25/2006	4,995.00
GREV11241	1735	The Leu Group	12/16/2006	4,800.00
DTSCANG013598; GREV03039	1743	The Leu Group	1/6/2007	3,625.00
GREV03179	1761	The Leu Group	1/20/2007	360.00
GREV11234	1772	The Leu Group	2/22/2007	2,745.31
GREV11235	1778	The Leu Group	2/24/2007	1,138.59
GREV11226	1800	The Leu Group	3/25/2007	200.00
GREV11225	1817	The Leu Group	4/21/2007	1,851.60
GREV11222	1826	The Leu Group	5/6/2007	2,470.00
GREV03207	1836	The Leu Group	5/19/2007	780.00
GREV03209	1847	The Leu Group	6/9/2007	3,297.50
GREV11308	1857	The Leu Group	6/23/2007	292.50
GREV11219	1870	The Leu Group	7/21/2007	5,180.00
GREV11218	1876	The Leu Group	8/12/2007	6,313.98
GREV11217	1885	The Leu Group	8/26/2007	18,468.76
GREV11206	1892	The Leu Group	9/8/2007	5,760.00
GREV00072	7-301	Thomas D. Beck	7/17/2001	250.00
GREV00083	7-061-2001	Thomas D. Beck	7/27/2001	250.00
GREV11165	7-1100	USA Consolidators, Inc.	6/15/2008	5,000.00
GREV00866	M32667	Vossler Co.	8/8/2005	117.99
GREV11192	20277	Illegible	1/30/2008	3,468.00
GREV11314-6	Clean Loan Interest	Clean Loan	2/1/2004-1/1/2009	182,469.88



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JK000219-JK000230	NA	Purchase Agreement re amount paid for "remediation of the subject property" - Credit to Greve	11/12/2000	-\$400,000.00
<b>TOTAL GREVE</b>				<b>1,005,063.82</b>
*Greve reserves the right to add and/or supplement any invoices at the time of trial				

<b>UNITED STATES DISTRICT COURT CENTRAL DISTRICT OF CALIFORNIA</b>		<b>FOR COURT USE ONLY</b>
<i>Angeles Chemical, et al. v. McKesson Corporation, et al.</i>		
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<b>Attorney(s) for:</b> Plaintiffs, Greve Financial Services, Inc., Angeles Chemical Company, Inc., and John Locke	<b>Date:</b> <b>Time:</b> <b>Dept.:</b>	<b>Case Number:</b> CV01-10532 TJH (Ex)

**PROOF OF SERVICE**

I, the undersigned, declare: I am employed in the County of San Diego, State of California. I am over the age of 18 years and not a party to this action. My business address is 2851 Camino Del Rio South, Suite 410, San Diego, California 92108. I served a copy of the following document(s):

**ANGELES CHEMICAL COMPANY, INC., JOHN LOCKE, AND GREVE  
FINANCIAL SERVICES, INC.'S SUPPLEMENTAL  
FRCP RULE 26 DISCLOSURES**

☐ (BY MAIL) I caused each such envelope to be sealed and placed for collection and mailing from my business address. I am readily familiar with Caufield & James' practice for collection and processing of correspondence for mailing, said practice being that in the ordinary course of business mail is deposited with the postage thereon fully prepaid in the United States Postal Service the same day as it is placed for collection. I am aware that upon motion of the party served, service is presumed invalid if the postal cancellation date or postage meter date on the envelope is more than one day after the date of deposit for mailing contained in this affidavit.

☐ (BY OVERNIGHT MAIL) I am readily familiar with the practice of Caufield & James for the collection and processing of correspondence for overnight delivery and know that the document(s) described herein will be deposited in a box or other facility regularly maintained for overnight delivery.

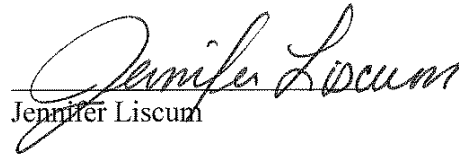
☒ (BY FACSIMILE) This document was transmitted by facsimile transmission from (619) 325-0231 and the transmission was reported as complete and without error. I then caused the transmitting facsimile machine to properly issue a transmission report confirming the transmission.

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☐ (BY UNITED STATES DISTRICT COURT ELECTRONIC FILING SERVICE) on the parties as set forth below.

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I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed on March 13, 2009, at San Diego, California.

  
Jennifer Liscum



**SERVICE LIST**

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7 Financial Services, Inc., Angeles  
Chemical Company, Inc., and John  
8 Locke

9 **UNITED STATES DISTRICT COURT**  
10 **FOR THE CENTRAL DISTRICT OF CALIFORNIA**  
11

12 ANGELES CHEMICAL COMPANY,  
INC., a California Corporation, GREVE  
13 FINANCIAL SERVICES INC., a  
California Corporation, and JOHN  
14 LOCKE, an individual,

15 Plaintiffs,

16 vs.

17 MCKESSON CORPORATION, a  
18 California Corporation, et. al.,

19 Defendants.  
20

Case No: 01-10532 TJH (Ex)

ANGELES CHEMICAL COMPANY,  
INC., JOHN LOCKE, AND GREVE  
FINANCIAL SERVICES, INC.'S  
SUPPLEMENTAL FRCP RULE 26  
DISCLOSURES

21 Pursuant to Fed. Rule. Civ. Pro Rule 26(a)(1), Plaintiffs and Counter-  
22 Defendants Angeles Chemical Company, Inc., John Locke and Greve Financial  
23 Services, Inc. (collectively "Plaintiffs") submit this Rule 26 supplementation of  
24 disclosures to the opposing parties.

25 **Supplemental Disclosures:** The following are the supplemental disclosures  
26 of Plaintiffs.  
27  
28

1 **Damages:**

2 Plaintiffs continue to incur damages for cleanup and testing of contamination  
3 caused by McKesson on an ongoing basis and reserve the right to supplement the  
4 damages contained herein through trial. Attached hereto as Exhibits A-C are  
5 Plaintiffs' updated damages spreadsheets. These updated damages spreadsheets  
6 reflect the Court's recent rulings on McKesson's motions in limine and corrects the  
7 total payments made by Angeles to the DTSC (spreadsheet now accurately reflects  
8 DTSCANG012996 previously provided to McKesson).

9 The foregoing is a supplemental disclosure pursuant to FRCP Rule 26(e)(1).  
10 Nothing in this disclosure should be construed as a waiver or admission by Angeles  
11 Chemical Company, Inc., John Locke or Greve Financial Services, Inc. of any of the  
12 claims asserted by each or counter-claims asserted by McKesson. To the extent  
13 additional evidence of damages is obtained before trial, Plaintiffs will continue to  
14 supplement their initial disclosures.

15 DATED: October 2, 2009

Caufield & James, LLP

17 /s/ Jeffery Caufield  
18 Jeffery Caufield, Esq.  
19 Attorney for Plaintiffs  
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# EXHIBIT A

Angeles v. McKesson  
Angeles Invoice Spreadsheet

ANGELES DAMAGES ATTRIBUTABLE TO MCKESSON				
Bates	Invoice #	Category	Date	Amount (\$)
AN010486-88	0500-070	BEII	5/24/2000	6,000.00
BEII-B00021245-6	1127	BEII	6/1/2000	2,500.00
AN010483	0600-087	BEII	6/6/2000	7,080.00
BEII-B00021311-2	1104	BEII	7/10/2000	250.00
BEII-B00021309-10	1105	BEII	7/12/2000	3,200.00
AN007528	N/A	Pacific Resource Recovery	10/28/1998	1,800.00
SCS5607; SCR0021944	17549/0185016.01	SCS	12/31/1993	3,231.14
SCS5603; SCR0021940-1	17628/0185016.01	SCS	1/31/1994	18,224.28
SCS5597; AN006296-7	17708/0185016.01	SCS	2/28/1994	12,766.90
SCS5594; AN006292-3	17811/0185016.01	SCS	3/31/1994	12,638.76
SCS5591; AN006294-5	17907/0185016.01	SCS	4/30/1994	2,781.29
SCS5589; AN006291	17978/0185016.01	SCS	5/31/1994	1,063.17
SCS5585; SCR0021922	18076/0185016.01	SCS	6/30/1994	617.24
SCS5581; SCR0021918-9	18189/0185016.01	SCS	7/31/1994	4,236.69
SCS5578; SCR0021915-6	18306/0185016.01	SCS	8/31/1994	4,979.54
SCS5574; SCR0021911-2	18370/0185016.01	SCS	9/30/1994	4,854.52
SCS5571; SCR0021908	18540/0185016.01	SCS	10/31/1994	8,926.65
SCS5568; SCR0021905-6	18569/0185016.01	SCS	11/30/1994	4,032.07
SCS5565; SCR0021902-3	18701/0185016.01	SCS	12/31/1994	2,518.73
SCS5562; SCR0021899-900	18789/0185016.01	SCS	1/31/1995	7,129.00
SCS5560; SCR0021897	18887/0185016.01	SCS	2/28/1995	3,572.47
SCS5557; SCR0021894-5	18979/0185016.01	SCS	3/31/1995	3,132.67
SCS5555; 2BWS03456	19045/0185016.01	SCS	4/30/1995	3,780.08
SCS5552; 2BWS03452-3	19137/0185016.01	SCS	5/31/1995	6,811.98
SCS5548; 2BWS03449-50	19258/0185016.01	SCS	6/30/1995	3,961.78
SCS5545; 2BWS03446-7	19306/0185016.01	SCS	7/30/1995	2,209.25

Angeles v. McKesson  
Angeles Invoice Spreadsheet

Bates	Invoice #	Category	Date	Amount (\$)
SCS5542; 2BWS03441-2	19409/0185016.01	SCS	8/31/1995	3,351.09
SCS5541; 2BWS03434	19510/0185016.01	SCS	9/30/1995	2,462.01
SCS5537; 2BWS03430-1	19634/0185016.01	SCS	10/31/1995	2,492.11
AN005462	19745/0185016.01	SCS	11/30/1995	694.82
AN005449	19856/0185016.01	SCS	12/31/1995	1,387.69
AN005464-5	19916/0185016.01	SCS	1/31/1996	4,552.08
AN005458; 2BWS03419-20	20017/0185016.01	SCS	2/29/1996	9,303.56
AN005454	20120/0185016.01	SCS	3/31/1996	1,047.33
AN005443-4	20189/0185016.01	SCS	4/30/1996	2,514.24
AN005441	20258/0185016.01	SCS	5/31/1996	5,486.18
AN005437; SCR0021858-9	20347/0185016.01	SCS	6/30/1996	11,103.41
AN005434	20434/0185016.01	SCS	7/31/1996	8,805.38
AN005431-2	20532/0185016.01	SCS	8/31/1996	3,877.30
AN005428-9	20646/0185016.01	SCS	9/30/1996	6,565.58
AN005424-5	20745/0185016.01	SCS	10/31/1996	6,901.86
SCS5512; SCR0021849	20828/0185016.01	SCS	11/30/1996	2,951.92
SCS5511; SCR0021848	20919/0185016.01	SCS	12/31/1996	9,645.78
SCS5509; SCR0021846-7	20997/0185016.01	SCS	1/31/1997	4,818.30
SCS5508; SCR0021845	21077/0185016.01	SCS	2/28/1997	4,252.85
SCS5506; SCR0021843	21161/0185016.01	SCS	3/31/1997	3,553.04
SCS5504; SCR0021841	21258/0185016.01	SCS	4/30/1997	3,937.93
SCS5502; SCR0021839	21348/0185016.01	SCS	5/31/1997	3,289.46
SCS5501; SCR0021838	21482/0185016.01	SCS	6/30/1997	2,482.92
SCS5500; SCR0021837	21672/0185016.01	SCS	7/31/1997	7,890.04
SCS5499; SCR0021836	21721/0185016.01	SCS	8/31/1997	1,995.47
SCS5498; SCR0021835	21816/0185016.01	SCS	9/30/1997	4,338.77
AN007046	21916/0185016.01	SCS	10/31/1997	3,798.83
AN007048-49	22011/0185016.01	SCS	11/30/1997	4,393.30
AN007051-52	22150/0185016.01	SCS	12/31/1997	4,626.17
AN007055	22242/0185016.01	SCS	1/31/1998	5,996.56
AN007059-60	22359/0185016.01	SCS	2/28/1998	4,788.28
SCS5490; AN007062-63	22525/0185016.01	SCS	3/31/1998	5,649.31
SCS5489; AN007068	22568/0185016.01	SCS	4/30/1998	5,146.81



Angeles v. McKesson  
Angeles Invoice Spreadsheet

Bates	Invoice #	Category	Date	Amount (\$)
SCS5488; AN007066	22723/0185016.01	SCS	5/31/1998	3,071.01
SCS5487; AN007077-78	22845/0185016.01	SCS	6/30/1998	4,944.25
SCS5486; AN007074-75	22989/0185016.01	SCS	7/31/1998	4,327.12
SCS5485; AN007070	23143/0185016.01	SCS	8/31/1998	3,966.68
SCS5483; SCR0021820-1	23259/0185016.01	SCS	9/30/1998	4,961.69
SCS5482; SCR0021819	23379/0185016.01	SCS	10/31/1998	5,115.53
SCS5480; SCR0021817-8	23540/0185016.01	SCS	11/30/1998	7,987.94
SCS5479; SCR0027816	23643/0185016.01	SCS	12/31/1998	6,342.41
SCS5478; SCR0021815	23790/0185016.01	SCS	1/31/1999	5,732.46
SCS5477; SCR0021814	23892/0185016.01	SCS	2/28/1999	4,171.82
SCS5475; SCR0021812	23994/0185016.01	SCS	3/31/1999	2,482.05
SCS5471; SCR0021808	24113/0185016.01	SCS	4/30/1999	3,208.49
SCS5470; SCR0021807	24241/0185016.01	SCS	5/31/1999	4,702.09
SCS5467; SCR0021804-5	24378/0185016.01	SCS	6/30/1999	9,807.75
SCS5465; SCR0021802-3	24513/0185016.01	SCS	7/31/1999	9,482.95
SCS5461; SCR0021798-9	24645/0185016.01	SCS	8/31/1999	5,945.07
SCS4230	24741/0185016.01	SCS	9/30/1999	4,213.38
SCS5439; SCS6972-3	24914/0185016.01	SCS	10/31/1999	5,949.97
SCS3764; SCR0021794	24982/01185016.01	SCS	11/30/1999	7,916.04
SCS3759; SCS6962-3	25098/01185016.01	SCS	12/31/1999	9,960.64
SCS3753; SCS2820-24	25211/01185016.01	SCS	1/31/2000	9,451.10
SCS3746; AN004598-9	25328/01185016.01	SCS	2/29/2000	13,880.74
SCS5435; AN004654-9	25321/1185016.01	SCS	3/6/2000	7,000.00
SCS3739; SCS5806-7	25454/01185016.01	SCS	3/31/2000	13,133.19
SCS3731; AN004644-5	10082/01185016.01	SCS	4/30/2000	24,210.06
DTSCANG012996	12680	DTSC	3/10/1994	
DTSCANG012996	B00096	DTSC	1/19/1995	
DTSCANG012996	B00229	DTSC	3/27/1995	
DTSCANG012996	B00347	DTSC	6/26/1995	
DTSCANG012996	C00076	DTSC	10/26/1995	
DTSCANG012996	C00302	DTSC	2/1/1996	

Angeles v. McKesson  
Angeles Invoice Spreadsheet

Bates	Invoice #	Category	Date	Amount (\$)
DTSCANG012996	C00435	DTSC	2/20/1996	
DTSCANG012996	C00612	DTSC	5/14/1996	
DTSCANG012996	13530	DTSC	7/30/1997	
DTSCANG012996	E00315	DTSC	9/17/1997	
DTSCANG012996	E00433	DTSC	11/12/1997	
DTSCANG012996	E00718	DTSC	3/10/1998	
DTSCANG012996	E00923	DTSC	6/8/1998	
DTSCANG012996	F00045	DTSC	9/14/1998	
DTSCANG012996	F00319	DTSC	11/23/1998	
DTSCANG012996	F00561	DTSC	2/24/1999	
DTSCANG012996	F00847	DTSC	5/12/1999	
DTSCANG012996	G00093	DTSC	9/6/1999	
DTSCANG012996	G00333	DTSC	11/1/1999	
DTSCANG012996	G00699	DTSC	2/7/2000	
DTSCANG012996	G01050	DTSC	5/3/2000	
DTSCANG012996	H00281	DTSC	9/21/2000	
DTSCANG012996	H00436	DTSC	11/8/2000	
DTSCANG012996	H00825	DTSC	1/25/2001	
DTSCANG012996	H1174	DTSC	4/24/2001	
DTSCANG012996	I00070	DTSC	8/24/2001	
DTSCANG012996	I00460	DTSC	11/15/2001	
DTSCANG012996	I00907	DTSC	1/31/2002	
DTSCANG012996	I01286	DTSC	5/1/2002	
DTSCANG012996	J00023	DTSC	8/29/2002	
DTSCANG012996	J00527	DTSC	11/6/2002	
DTSCANG012996	J00808	DTSC	2/4/2003	
DTSCANG012996	J01346	DTSC	4/28/2003	
DTSCANG012996	05SM1626	DTSC	12/6/2005	
DTSCANG012996; GRE03576	05SM2354	DTSC	1/31/2006	
DTSCANG012996; GRE03576	06SM2720	DTSC	5/9/2006	
DTSCANG012996; GRE03576	06SM1550	DTSC	1/26/2007	
DTSCANG012996; GRE03576	06SM3054	DTSC	5/23/2007	
AN016666-70	07SM2023	DTSC	11/5/2007	

Angeles v. McKesson  
Angeles Invoice Spreadsheet

Bates	Invoice #	Category	Date	Amount (\$)
AN016666-70	07SM2971	DTSC	2/4/2008	
AN016666-70	08SM0787	DTSC	9/10/2008	
AN016666-70	08SM1438	DTSC	10/27/2008	
DTSCANG012996	<b>Total DTSC Payments</b>	DTSC	Through 1/25/2001	177,838.05
AN016666-70	<b>Remaining DTSC Balance</b>	DTSC	Through 10/27/2008	354,276.24
AN006487	99-107	Masson	3/15/1999	13,336.96
AN006578	98-115	Masson	4/12/1999	4,928.00
AN006432	98-115-1	Masson	5/13/1999	5,477.92
JK000219-JK000230	NA	Purchase Agreement re amount paid for "remediation of the subject property"	11/12/2000	\$400,000.00
<b>TOTAL ANGELES</b>				<b>1,424,220.19</b>



# EXHIBIT B

Angeles v. McKesson  
Total Angeles Environmental Costs

TOTAL ENVIRONMENTAL COSTS INCURRED BY ANGELES				
Bates	Invoice #	Category	Date	Amount (\$)
AN010466-7	237132	Associated Labs	6/12/2000	112.50
002012	2469	Bill Ross Crane Service	11/25/1981	14,000.00
AN010486-88	0500-070	BEII	5/24/2000	6,000.00
BEII-B00021245-6	1127	BEII	6/1/2000	2,500.00
AN010483	0600-087	BEII	6/6/2000	7,080.00
BEII-B00021311-2	1104	BEII	7/10/2000	250.00
BEII-B00021309-10	1105	BEII	7/12/2000	3,200.00
AN006755-7	59241	BWS	6/18/1999	\$45.00
AN010426-31	62185	BWS	11/12/1999	\$6,586.20
AN010444-5	62538	BWS	12/6/1999	\$109.95
AN010434-7	62543	BWS	12/6/1999	\$4,138.60
AN010422-7	63013	BWS	1/10/2000	\$1,675.72
AN010419-21	63997	BWS	3/9/2000	\$567.61
AN010438-9	64683	BWS	4/10/2000	\$278.90
AN010440-3	64689	BWS	4/10/2000	\$1,156.98
AN010417-8	65365	BWS	5/30/2000	\$210.50
AN010414-6	65370	BWS	5/30/2000	\$1,515.75
AN010410-3	65983	BWS	6/19/2000	\$956.55
AN010403	66925	BWS	7/21/2000	\$5.35
AN010407-8	66929	BWS	7/21/2000	\$18.50
AN010405-9	66926	BWS	7/21/2000	\$86.50
AN010399-402	67615	BWS	9/11/2000	\$1,222.09
AN010395-8	68215	BWS	10/9/2000	\$1,181.20
SCS5601	940407	Dulin & Boynton	1/31/1994	797.50
AN007579	146686	ENVIRON	1/8/2001	\$252.00

Angeles v. McKesson  
Total Angeles Environmental Costs

Bates	Invoice #	Category	Date	Amount (\$)
AN007580	146687	ENVIRON	1/8/2001	\$1,065.75
AN007581	147472	ENVIRON	1/8/2001	\$609.62
AN007582	148113	ENVIRON	1/8/2001	\$128.63
ER0002	99-601	EREMCO	6/5/1999	\$15,600.00
ER0003	98-1204	EREMCO	12/21/1998	\$13,350.00
ER0006	99-101	EREMCO	1/12/1999	\$10,500.00
ER0005	99-602	EREMCO	6/5/1999	\$25,800.00
ER0004	99-701	EREMCO	7/1/1999	\$40,351.00
003298	4341	H-F Drilling	1/19/1990	\$2,089.03
003300	4734	H-F Drilling	6/30/1990	\$1,082.50
003299	4733	H-F Drilling	6/30/1990	\$5,140.54
003301-3	7676	H-F Drilling	1/26/1994	\$16,209.47
AN006487	99-107	Masson	3/15/1999	13,336.96
AN006578	98-115	Masson	4/12/1999	4,928.00
AN006432	98-115-1	Masson	5/13/1999	5,477.92
AN007573	13018	Milhaly Schuyler & Mitchell	3/9/2001	14,097.01
AN007528	N/A	Pacific Resource Recovery	10/28/1998	1,800.00
AN007571	NA	SCHUYLER	9/18/2000	\$5,000.00
AN007572	NA	SCHUYLER	1/4/2001	\$6,000.00
AN007573	NA	SCHUYLER	3/9/2001	\$14,097.01
AN005451	3006	SCR	4/20/1996	2,006.96
AN005447	3012	SCR	5/17/1996	1,565.30
AN010944	10679/185016.00	SCS	7/31/1989	145.00
AN010952	11045/0185016.00	SCS	11/30/1989	362.95
SCS5674	11285/0185016.01	SCS	1/31/1990	1,320.52



Angeles v. McKesson  
Total Angeles Environmental Costs

Bates	Invoice #	Category	Date	Amount (\$)
SCS5672; SCR0022009	11379/0185016.01	SCS	2/28/1990	10,150.95
001359	185016.01	SCS Lab	4/19/1990	510.00
SCS5671; SCR0022008	11594/0185016.01	SCS	4/30/1990	1,098.79
SCS5670; SCR0022007	11786/0185016.01	SCS	6/30/1990	3,101.96
001358	185016.02	SCS Lab	7/10/1990	6,300.00
001357	185016.02	SCS Lab	7/12/1990	225.00
SCS5669; SCR0022006	11921/0185016.01	SCS	7/31/1990	8,557.28
AN010956	12120/0185016.01	SCS	8/31/1990	930.85
SCS5667; SCR0022004	12186/0185016.01	SCS	9/30/1990	384.01
SCS5666; SCR0022003	12296/0185016.01	SCS	10/31/1990	2,332.55
SCS5673; SCR0022010	12675/0185016.01	SCS	1/31/1991	769.20
SCS5665; SCR0022002	14062/0185016.01	SCS	12/31/1991	433.75
SCS5664; SCR0022001	14313/0185016.01	SCS	2/29/1992	1,950.17
SCS5663; SCR0022000	14490/0185016.01	SCS	4/30/1992	1,605.04
SCS5662; SCR0021999	14599/0185016.01	SCS	5/31/1992	1,346.92
SCS5661; SCR0021998	14711/0185016.01	SCS	6/30/1992	697.05
SCS5659; SCR0021996	14872/0185016.01	SCS	7/31/1992	3,520.37
SCS5657; SCR0021998	14937/0185016.01	SCS	8/31/1992	1,724.63
SCS5383	15007/0185016.02	SCS	9/30/1992	910.58
SCS5656; SCR0021993	15008/0185016.01	SCS	9/30/1992	284.63
SCS5655; SCR0021992	16040/0185016.01	SCS	10/31/1992	487.97
SCS5653; SCR0021990	16324/0185016.01	SCS	12/31/1992	3,685.74
003274-5	16408/0105016.01	SCS	1/31/1993	895.63
SCS5648; SCR0021985-6	16525/0185016.01	SCS	2/28/1993	3,757.12
003278-9	16625/0185016.01	SCS	3/31/1993	6,029.42
003280-1	16786/0185016.01	SCS	4/30/1993	9,764.44
003282-3	16859/0185016.01	SCS	5/31/1993	3,240.05
SCS5630; 003284-5	16966/0185016.01	SCS	6/30/1993	2,038.42
SCS5620; SCR0021957-8	17111-REV/0185016.01	SCS	7/31/1993	4,925.64
SCS5622; SCR0021959-9	17207/0185016.01	SCS	8/31/1993	6,726.36
SCS5615; 003292-3	17253/0185016.01	SCS	9/30/1993	4,789.73
SCS5612; 003294	17385-A/0185016.01	SCS	10/31/1993	3,434.29
SCS5613; 003295	17385-B/0185016.01	SCS	10/31/1993	1,000.00

Angeles v. McKesson  
Total Angeles Environmental Costs

Bates	Invoice #	Category	Date	Amount (\$)
SCS5609; 003296-7	17498/0185016.01	SCS	11/30/1993	5,251.79
SCS5607; SCR0021944	17549/0185016.01	SCS	12/31/1993	3,231.14
SCS5603; SCR0021940-1	17628/0185016.01	SCS	1/31/1994	18,224.28
SCS5605	17627/0185016.03	SCS	1/31/1994	3,719.83
SCS5597; AN006296-7	17708/0185016.01	SCS	2/28/1994	12,766.90
SCS5599	17709/0185016.03	SCS	2/29/1994	1,777.00
SCS5594; AN006292-3	17811/0185016.01	SCS	3/31/1994	12,638.76
SCS5591; AN006294-5	17907/0185016.01	SCS	4/30/1994	2,781.29
SCS5589; AN006291	17978/0185016.01	SCS	5/31/1994	1,063.17
SCS5585; SCR0021922	18076/0185016.01	SCS	6/30/1994	617.24
SCS5586	18077/0185016.03	SCS	6/30/1994	1,750.70
SCS5581; SCR0021918-9	18189/0185016.01	SCS	7/31/1994	4,236.69
SCS5583	18190/0185016.03	SCS	7/31/1994	6,213.32
SCS5578; SCR0021915-6	18306/0185016.01	SCS	8/31/1994	4,979.54
SCS5676	18290/0185016.03	SCS	8/31/1994	1,420.99
SCS5574; SCR0021911-2	18370/0185016.01	SCS	9/30/1994	4,854.52
SCS5571; SCR0021908	18540/0185016.01	SCS	10/31/1994	8,926.65
SCS5568; SCR0021905-6	18569/0185016.01	SCS	11/30/1994	4,032.07
SCS5565; SCR0021902-3	18701/0185016.01	SCS	12/31/1994	2,518.73
SCS5562; SCR0021899-900	18789/0185016.01	SCS	1/31/1995	7,129.00
SCS5560; SCR0021897	18887/0185016.01	SCS	2/28/1995	3,572.47
SCS5557; SCR0021894-5	18979/0185016.01	SCS	3/31/1995	3,132.67
SCS5555; 2BWS03456	19045/0185016.01	SCS	4/30/1995	3,780.08
SCS5552; 2BWS03452-3	19137/0185016.01	SCS	5/31/1995	6,811.98
SCS5548; 2BWS03449-50	19258/0185016.01	SCS	6/30/1995	3,961.78
SCS5545; 2BWS03446-7	19306/0185016.01	SCS	7/30/1995	2,209.25
SCS5542; 2BWS03441-2	19409/0185016.01	SCS	8/31/1995	3,351.09
SCS5541; 2BWS03434	19510/0185016.01	SCS	9/30/1995	2,462.01
SCS5537; 2BWS03430-1	19634/0185016.01	SCS	10/31/1995	2,492.11
AN005462	19745/0185016.01	SCS	11/30/1995	694.82
AN005449	19856/0185016.01	SCS	12/31/1995	1,387.69
AN005464-5	19916/0185016.01	SCS	1/31/1996	4,552.08
AN005458; 2BWS03419-20	20017/0185016.01	SCS	2/29/1996	9,303.56

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Bates	Invoice #	Category	Date	Amount (\$)
AN005454	20120/0185016.01	SCS	3/31/1996	1,047.33
AN005443-4	20189/0185016.01	SCS	4/30/1996	2,514.24
AN005441	20258/0185016.01	SCS	5/31/1996	5,486.18
AN005437; SCR0021858-9	20347/0185016.01	SCS	6/30/1996	11,103.41
AN005434	20434/0185016.01	SCS	7/31/1996	8,805.38
AN005431-2	20532/0185016.01	SCS	8/31/1996	3,877.30
AN005428-9	20646/0185016.01	SCS	9/30/1996	6,565.58
AN005424-5	20745/0185016.01	SCS	10/31/1996	6,901.86
SCS5512; SCR0021849	20828/0185016.01	SCS	11/30/1996	2,951.92
SCS5511; SCR0021848	20919/0185016.01	SCS	12/31/1996	9,645.78
SCS5509; SCR0021846-7	20997/0185016.01	SCS	1/31/1997	4,818.30
SCS5508; SCR0021845	21077/0185016.01	SCS	2/28/1997	4,252.85
SCS5506; SCR0021843	21161/0185016.01	SCS	3/31/1997	3,553.04
SCS5504; SCR0021841	21258/0185016.01	SCS	4/30/1997	3,937.93
SCS5502; SCR0021839	21348/0185016.01	SCS	5/31/1997	3,289.46
SCS5501; SCR0021838	21482/0185016.01	SCS	6/30/1997	2,482.92
SCS5500; SCR0021837	21672/0185016.01	SCS	7/31/1997	7,890.04
SCS5499; SCR0021836	21721/0185016.01	SCS	8/31/1997	1,995.47
SCS5498; SCR0021835	21816/0185016.01	SCS	9/30/1997	4,338.77
AN007046	21916/0185016.01	SCS	10/31/1997	3,798.83
AN007048-49	22011/0185016.01	SCS	11/30/1997	4,393.30
AN007051-52	22150/0185016.01	SCS	12/31/1997	4,626.17
AN007055	22242/0185016.01	SCS	1/31/1998	5,996.56
AN007059-60	22359/0185016.01	SCS	2/28/1998	4,788.28
SCS5490; AN007062-63	22525/0185016.01	SCS	3/31/1998	5,649.31
SCS5489; AN007068	22568/0185016.01	SCS	4/30/1998	5,146.81
SCS5488; AN007066	22723/0185016.01	SCS	5/31/1998	3,071.01
SCS5487; AN007077-78	22845/0185016.01	SCS	6/30/1998	4,944.25
SCS5486; AN007074-75	22989/0185016.01	SCS	7/31/1998	4,327.12
SCS5485; AN007070	23143/0185016.01	SCS	8/31/1998	3,966.68
SCS5483; SCR0021820-1	23259/0185016.01	SCS	9/30/1998	4,961.69
SCS5482; SCR0021819	23379/0185016.01	SCS	10/31/1998	5,115.53
SCS5480; SCR0021817-8	23540/0185016.01	SCS	11/30/1998	7,987.94



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Bates	Invoice #	Category	Date	Amount (\$)
SCS5402; SCR0022028	23682/0185016.04	SCS	12/31/1998	2,871.85
SCS5479; SCR0027816	23643/0185016.01	SCS	12/31/1998	6,342.41
SCS5404; SCR0022030	23780/0185016.04	SCS	1/31/1999	3,702.65
SCS5478; SCR0021815	23790/0185016.01	SCS	1/31/1999	5,732.46
SCS5403; SCR0022029	23946/0185016.04	SCS	2/28/1999	3,002.73
SCS5421; SCR0022046	23891/0185016.05	SCS	2/28/1999	3,017.35
SCS5477; SCR0021814	23892/0185016.01	SCS	2/28/1999	4,171.82
SCS5401; SCR0022027	24012/0185016.04	SCS	3/31/1999	4,947.51
SCS5419; SCR0022044-5	23993/0185016.05	SCS	3/31/1999	11,077.12
SCS5475; SCR0021812	23994/0185016.01	SCS	3/31/1999	2,482.05
SCS5399; SCR0022025	24115/0185016.04	SCS	4/30/1999	5,000.24
SCS5415; SCR0022040	24114/0185016.05	SCS	4/30/1999	5,383.46
SCS5471; SCR0021808	24113/0185016.01	SCS	4/30/1999	3,208.49
SCS5685	24248/0185016.06	SCS	5/31/1999	494.00
SCS5398; SCR0022024	24249/0185016.04	SCS	5/31/1999	3,255.15
SCS5413; SCR0022038	24242/0185016.05	SCS	5/31/1999	5,958.05
SCS5470; SCR0021807	24241/0185016.01	SCS	5/31/1999	4,702.09
SCS5684	24450/0185016.06	SCS	6/30/1999	7,112.45
SCS5397; SCR0022023	24449/0185016.04	SCS	6/30/1999	2,765.96
SCS5412; SCR0022037	24379/0185016.05	SCS	6/30/1999	2,741.26
SCS5467; SCR0021804-5	24378/0185016.01	SCS	6/30/1999	9,807.75
SCS5683	24558/0185016.06	SCS	7/31/1999	1,984.63
SCS5396; SCR0022022	24557/0185016.04	SCS	7/31/1999	569.63
SCS5410; SCR0022035	24514/0185016.05	SCS	7/31/1999	4,558.10
SCS5465; SCR0021802-3	24513/0185016.01	SCS	7/31/1999	9,482.95
SCS5682	24666/0185016.06	SCS	8/31/1999	223.83
SCS5461; SCR0021798-9	24645/0185016.01	SCS	8/31/1999	5,945.07
SCS4230	24741/0185016.01	SCS	9/30/1999	4,213.38
SCS5395; SCR0022021	24742/0185016.04	SCS	9/30/1999	506.30
SCS5439; SCS6972-3	24914/0185016.01	SCS	10/31/1999	5,949.97
SCS5394; SCR0022020	24856/0185016.04	SCS	10/31/1999	419.50
SCS3764; SCR0021794	24982/01185016.01	SCS	11/30/1999	7,916.04
SCS3765; SCR0022019	24998/01185016.04	SCS	11/30/1999	779.55

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Bates	Invoice #	Category	Date	Amount (\$)
SCS3759; SCS6962-3	25098/01185016.01	SCS	12/31/1999	9,960.64
SCS3761; SCR0021789	25099/01185016.05	SCS	12/31/1999	1,320.00
SCS3753; SCS2820-24	25211/01185016.01	SCS	1/31/2000	9,451.10
SCS3755; SCS5821-2	25212/01185016.05	SCS	1/31/2000	417.94
SCS3756; AN004661	25230/01185016.04	SCS	1/31/2000	5,410.53
SCS3746; AN004598-9	25328/01185016.01	SCS	2/29/2000	13,880.74
SCS3748; AN004651-2	25401/01185016.04	SCS	2/29/2000	2,673.80
SCS5435; AN004654-9	25321/1185016.01	SCS	3/6/2000	7,000.00
SCS3739; SCS5806-7	25454/01185016.01	SCS	3/31/2000	13,133.19
SCS3741; SCS5808-9	25497/01185016.04	SCS	3/31/2000	999.59
SCS3731; AN004644-5	10082/01185016.01	SCS	4/30/2000	24,210.06
SCS3733; SCS5388	10081/01185016.04	SCS	4/30/2000	772.30
SCS3734; SCS5680	10240/01185016.06	SCS	6/13/2000	4,500.00
001112	8498	Spencer & Jones	11/16/1981	70,534.52
01106	8647	Spencer & Jones	1/7/1982	30,229.08
003305	7793	State Board of Equalization	6/14/1993	24,508.00
003304	7309C-E	Tonto	11/29/1993	2,119.00
DTSCANG012996	12680	DTSC	3/10/1994	
DTSCANG012996	B00096	DTSC	1/19/1995	
DTSCANG012996	B00229	DTSC	3/27/1995	
DTSCANG012996	B00347	DTSC	6/26/1995	
DTSCANG012996	C00076	DTSC	10/26/1995	
DTSCANG012996	C00302	DTSC	2/1/1996	
DTSCANG012996	C00435	DTSC	2/20/1996	
DTSCANG012996	C00612	DTSC	5/14/1996	
DTSCANG012996	13530	DTSC	7/30/1997	
DTSCANG012996	E00315	DTSC	9/17/1997	
DTSCANG012996	E00433	DTSC	11/12/1997	
DTSCANG012996	E00718	DTSC	3/10/1998	

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Bates	Invoice #	Category	Date	Amount (\$)
DTSCANG012996	E00923	DTSC	6/8/1998	
DTSCANG012996	F00045	DTSC	9/14/1998	
DTSCANG012996	F00319	DTSC	11/23/1998	
DTSCANG012996	F00561	DTSC	2/24/1999	
DTSCANG012996	F00847	DTSC	5/12/1999	
DTSCANG012996	G00093	DTSC	9/6/1999	
DTSCANG012996	G00333	DTSC	11/1/1999	
DTSCANG012996	G00699	DTSC	2/7/2000	
DTSCANG012996	G01050	DTSC	5/3/2000	
DTSCANG012996	H00281	DTSC	9/21/2000	
DTSCANG012996	H00436	DTSC	11/8/2000	
DTSCANG012996	H00825	DTSC	1/25/2001	
DTSCANG012996	H1174	DTSC	4/24/2001	
DTSCANG012996	I00070	DTSC	8/24/2001	
DTSCANG012996	I00460	DTSC	11/15/2001	
DTSCANG012996	I00907	DTSC	1/31/2002	
DTSCANG012996	I01286	DTSC	5/1/2002	
DTSCANG012996	J00023	DTSC	8/29/2002	
DTSCANG012996	J00527	DTSC	11/6/2002	
DTSCANG012996	J00808	DTSC	2/4/2003	
DTSCANG012996	J01346	DTSC	4/28/2003	
DTSCANG012996	05SM1626	DTSC	12/6/2005	
DTSCANG012996; GREVE03576	05SM2354	DTSC	1/31/2006	
DTSCANG012996; GREVE03576	06SM2720	DTSC	5/9/2006	
DTSCANG012996; GREVE03576	06SM1550	DTSC	1/26/2007	
DTSCANG012996; GREVE03576	06SM3054	DTSC	5/23/2007	
AN016666-70	07SM2023	DTSC	11/5/2007	
AN016666-70	075M2971	DTSC	2/4/2008	
AN016666-70	08SM0787	DTSC	9/10/2008	
AN016666-70	08SM1438	DTSC	10/27/2008	
DTSCANG012996	Payments	DTSC	Through 1/25/2001	177,838.05
AN016666-70	Balance	DTSC	Through 10/27/2008	354,276.24



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Bates	Invoice #	Category	Date	Amount (\$)
JK000219-JK000230	NA	Purchase Agreement re amount paid for "remediation of the subject property"	11/12/2000	\$400,000.00
<b>TOTAL - ANGELES</b>				<b>1,967,257.13</b>

# EXHIBIT C

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Greve Invoice Spreadsheet

Bates	Invoice #	Category	Date	Amount (\$)
JK000164	39817	A&L Tractor Service	7/24/2001	1,760.00
GREV11297	BL601075	Alpha Scientific Corporation	1/27/2006	190.00
ALPHA00002; GREV00855	BL602080	Alpha Scientific Corporation	3/6/2006	95.00
ALPHA00003; GREV01112	BL603113	Alpha Scientific Corporation	4/5/2006	4,374.00
DTSCANG013760	BL605067	Alpha Scientific Corporation	5/26/2006	95.00
GREV11263	BL606113	Alpha Scientific Corporation	7/6/2006	5,908.00
GREV11262	BL607015	Alpha Scientific Corporation	7/11/2006	190.00
GREV11256	BL610036	Alpha Scientific Corporation	10/10/2006	95.00
GREV11249	BL609103	Alpha Scientific Corporation	10/31/2006	6,145.00
GREV11240	BL611037	Alpha Scientific Corporation	11/10/2006	95.00
DTSCANG013542	BL611023	Alpha Scientific Corporation	12/1/2006	1,312.00
GREV11243	BL612048	Alpha Scientific Corporation	12/18/2006	6,190.00
GREV11180	BL703122	Alpha Scientific Corporation	3/27/2007	3,343.00
GREV11201	BL703155	Alpha Scientific Corporation	3/30/2007	197.00
GREV11208	BL706170	Alpha Scientific Corporation	7/9/2007	2,185.00
GREV11200	BL711057	Alpha Scientific Corporation	11/13/2007	190.00
GREV11196	BL712031	Alpha Scientific Corporation	12/12/2007	190.00
GREV11195	BL712079	Alpha Scientific Corporation	12/26/2007	1,845.00
GREV11158	GF805106	Alpha Scientific Corporation	5/23/2008	170.00
GREV11154	GF806074	Alpha Scientific Corporation	6/18/2008	190.00
GREV11152	GF806083	Alpha Scientific Corporation	6/23/2008	1,760.00
GREV11150	GF807043	Alpha Scientific Corporation	7/15/2008	190.00
GREV11146	GF807146	Alpha Scientific Corporation	7/31/2008	95.00
GREV11147	GF807140	Alpha Scientific Corporation	8/4/2008	95.00
BEII-B00010645	111643461	Asbury Environmental Services	3/27/2003	2,162.91
BEII-B00011118	112903162	Asbury Environmental Services	5/30/2003	551.11
GREV00133-134	115086718	Asbury Environmental Services	9/11/2003	1,713.92
GREV00228-229	119379314	Asbury Environmental Services	4/6/2004	2,007.89



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GREV00034	19631	B.L.M. Equipment Rentals, Inc.	7/26/2001	4,286.00
GREV01026	5355	Baker Furnace	5/5/2005	893.06
GREV01029	5394	Baker Furnace	6/8/2005	2,163.00
GREV01275	5434	Baker Furnace	7/12/2005	340.00
GREV01009	5448	Baker Furnace	7/19/2005	517.60
GREV01291-93	5454	Baker Furnace	7/27/2005	535.76
DTSCANG013934	5493	Baker Furnace	8/30/2005	556.50
GREV01016	5505	Baker Furnace	9/15/2005	340.00
GREV01013-4	5525	Baker Furnace	9/26/2005	1,042.43
DTSCANG013923	5554	Baker Furnace	10/17/2005	340.00
DTSCANG013937	5587	Baker Furnace	10/31/2005	101.77
DTSCANG013914-15	5661	Baker Furnace	12/28/2005	170.00
GREV00189	030609MP1	Blaine Tech Services, Inc.	6/20/2003	4,721.75
GREV00190	031209ZM1	Blaine Tech Services, Inc.	12/12/2003	3,304.00
GREV00238-9	040318MP1	Blaine Tech Services, Inc.	3/22/2004	3,140.00
GREV00231	040614CD1	Blaine Tech Services, Inc.	6/17/2004	2,812.00
GREV00233	040913CG1	Blaine Tech Services, Inc.	9/15/2004	2,872.00
GREV00261-262	041215AS1	Blaine Tech Services, Inc.	12/17/2004	2,884.00
GREV00300-301	050311MP1	Blaine Tech Services, Inc.	3/14/2005	1,876.00
GREV00843	050603CG1	Blaine Tech Services, Inc.	6/6/2005	2,650.00
GREV00835-6	050919FS1	Blaine Tech Services, Inc.	9/20/2005	2,600.00
GREV00831-832	051216SA1	Blaine Tech Services, Inc.	12/20/2005	2,886.00
GREV00827; 829	060324ES1	Blaine Tech Services, Inc.	3/27/2006	2,837.00
GREV11271	060616AW1	Blaine Tech Services, Inc.	6/19/2006	2,700.00
GREV11255	060919DB1	Blaine Tech Services, Inc.	9/21/2006	2,575.00
GREV11247	061207MP1	Blaine Tech Services, Inc.	12/11/2006	2,880.00
BEII-B00021236-7	1131	BEII	9/7/2000	493.75
AN10474	1141	BEII	9/27/2000	550.00
BEII-B00021182-3	1152	BEII	11/2/2000	3,000.00
JK000502	1148	BEII	11/2/2000	955.00
BEII-B00021157; JK000372	1161	BEII	12/19/2000	35,858.05

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JVK00000249; BEII-B00021120	1174	BEII	1/19/2001	27,466.75
GREV00015; JVK00000250; BEII-B00021118-9	1175	BEII	1/19/2001	8,391.30
GREV00012	1167	BEII	1/22/2001	4,345.00
GREV00013	1173	BEII	2/14/2001	560.00
GREV00016; GREV00094; JK000120	1177	BEII	3/1/2001	1,466.25
GREV00017; GREV00094	1182	BEII	3/8/2001	280.00
GREV00018-20; GREV00090	1189	BEII	4/6/2001	7,267.50
GREV00021; GREV00094	1195	BEII	5/1/2001	910.00
GREV00022-23	1202	BEII	6/5/2001	3,360.00
GREV00024-25	1214	BEII	7/9/2001	2,170.00
GREV00026	1220	BEII	8/3/2001	21,922.86
GREV00027-28	1225	BEII	8/9/2001	2,590.00
GREV00030	1243	BEII	11/12/2001	3,885.00
GREV00031	1244	BEII	11/12/2001	935.00
GREV00100-101	1255	BEII	1/9/2002	5,500.00
GREV00105	1258	BEII	1/24/2002	1,866.00
GREV00109	1262	BEII	1/28/2002	897.00
GREV00104	1267	BEII	2/12/2002	29,341.75
GREV00110	1270	BEII	3/4/2002	3,439.00
GREV00111-112	1298	BEII	7/24/2002	7,548.25
GREV00121, 124-6	1308	BEII	9/6/2002	50,933.75
GREV00115	1322	BEII	12/12/2002	8,946.00
GREV00116-117; DSI00000358-60	1324	BEII	1/6/2003	14,227.00
GREV00118-119	1329	BEII	2/3/2003	37,765.08
GREV00164; 168	1337	BEII	4/9/2003	14,768.00
BEII-B00020651	1346	BEII	5/1/2003	3,099.83
GREV00160-162	1347	BEII	5/5/2003	19,803.50
GREV00152-153; 158	1352	BEII	7/11/2003	20,211.05
BEII-B00020622	1360	BEII	8/5/2003	54,854.81
GREV00150-151	1364	BEII	8/12/2003	5,172.50
BEII-B00019313	1367	BEII	8/14/2003	2,362.50
GREV00145-146; 149	1373	BEII	9/11/2003	4,233.75
GREV00142-144	1381	BEII	10/7/2003	16,008.19
DTSC-500385-386; GREV00194	1387	BEII	10/28/2003	15,243.00

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GREV00196-198	1396	BEII	12/2/2003	5,715.00
GREV00199-201	1404	BEII	1/13/2004	6,880.00
BEII-B00021362-3	1407	BEII	1/29/2004	8,873.97
GREV00202-204	1409	BEII	2/5/2004	2,945.00
GREV00214-215	1418	BEII	3/4/2004	3,777.50
GREV00234-236	1422	BEII	4/8/2004	5,052.50
BEII-B00021464-73	1424	BEII	4/13/2004	7,450.00
GREV00219-221; 223-224	1429	BEII	5/6/2004	17,983.75
GREV00257; 259-260	1436	BEII	6/8/2004	4,045.00
GREV00266-267	1441	BEII	7/8/2004	4,693.75
JVK00000377-378	1444	BEII	8/10/2004	5,232.50
JVK00000381-382	1448	BEII	9/7/2004	5,112.50
GREV00846	802681	Boart Longyear	8/10/2005	86.60
GREV03020	889977	Boart Longyear	9/25/2006	108.25
GREV03202	19207	Carbon Activated Corp.	6/25/2007	8,443.50
GREV11153	21084	Carbon Activated Corp.	7/8/2008	5,202.00
GREV11193	20277	Carbon Activated Corp.	1/30/2008	4,518.00
JK000167-183	3470	Century Sand & Gravel	7/21/2001	4,599.00
JK000166	NA	Century Sand & Gravel	7/24/2001	1,095.00
GREV11295	NA	City of Santa Fe Springs	2/8/2006	420.00
GREV11261	NA	City of Santa Fe Springs	9/20/2006	570.00
GREV11142	NA	City of Santa Fe Springs	10/28/2008	205.00
GREV00633-635	1531	Clean Soil, Inc.	2/7/2004	5,355.00
CSI00000168-172	1522	Clean Soil, Inc.	10/12/2004	4,240.00
GREV00627-629	1523	Clean Soil, Inc.	11/2/2004	4,342.50
GREV00630-632	1526	Clean Soil, Inc.	12/7/2004	6,403.75
CSI00000189	1527	Clean Soil, Inc.	1/6/2005	4,270.00
CSI00000190	1528	Clean Soil, Inc.	1/6/2005	1,241.25
GREV00636-637	1533	Clean Soil, Inc.	3/2/2005	1,602.50



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GREV00660	1534	Clean Soil, Inc.	6/7/2006	3,825.00
GREV00661	1535	Clean Soil, Inc.	6/7/2006	4,095.00
GREV00662	1536	Clean Soil, Inc.	6/7/2006	4,185.00
GREV00663	1537	Clean Soil, Inc.	6/7/2006	3,915.00
GREV11233	1538	Clean Soil Inc.	12/31/2006	4,590.00
GREV11232	1539	Clean Soil Inc.	12/31/2006	4,387.50
GREV11231	1540	Clean Soil Inc.	12/31/2006	4,308.75
GREV11230	1541	Clean Soil Inc.	1/30/2007	4,200.00
GREV11215	4	Clean Soil, Inc.	10/1/2007	997.30
GREV11216	5	Clean Soil, Inc.	10/4/2007	180.00
GREV11211	9	Clean Soil, Inc.	10/15/2007	270.00
GREV11210	8	Clean Soil, Inc.	10/15/2007	330.00
GREV11204	18	Clean Soil, Inc.	11/17/2007	1,700.00
GREV11209	23	Clean Soil, Inc.	11/21/2007	680.00
GREV11202	29	Clean Soil, Inc.	12/20/2007	1,425.00
GREV11205	32	Clean Soil, Inc.	12/31/2007	3,485.00
GREV11198	34	Clean Soil, Inc.	1/9/2008	1,912.50
GREV11197	35	Clean Soil, Inc.	1/9/2008	680.00
GREV11199	39	Clean Soil, Inc.	1/23/2008	3,570.00
GREV11190	45	Clean Soil, Inc.	2/15/2008	425.00
GREV11188	51	Clean Soil, Inc.	3/24/2008	510.00
GREV11172	59	Clean Soil, Inc.	4/15/2008	850.00
GREV11169	63	Clean Soil, Inc.	5/9/2008	1,340.00
GREV11168	68	Clean Soil, Inc.	5/24/2008	850.00
GREV11167	69	Clean Soil, Inc.	6/2/2008	1,700.00
GREV11164	73	Clean Soil, Inc.	6/26/2008	1,700.00
GREV11163	72	Clean Soil, Inc.	6/26/2008	85.00
GREV11155	74	Clean Soil, Inc.	7/5/2008	1,700.00
GREV11151	80	Clean Soil, Inc.	8/12/2008	830.00
GREV11148	85	Clean Soil, Inc.	9/19/2008	1,085.00
GREV11143	89	Clean Soil, Inc.	10/6/2008	1,120.00
GREV11140	97	Clean Soil, Inc.	11/11/2008	1,590.00
GREV11139	100	Clean Soil, Inc.	12/1/2008	1,280.00
GREV11309	102	Clean Soil, Inc.	12/8/2008	1,270.00

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GREV11312	106	Clean Soil, Inc.	1/16/2009	1,110.00
GREV11313	109	Clean Soil, Inc.	1/29/2009	1,405.00
GREV00870-2	GRE-FS-072605	Clear Blue Environmental	9/8/2005	533.03
GREV02972	GRE-ES-051606	Clear Blue Environmental	6/12/2006	1,098.13
GREV11170	ACC-040808	Clear Blue Environmental	4/24/2008	1,607.46
GREV00084	01-903	EREMCO	9/19/2001	122.28
JK000191	130730	EZE Trucking	7/17/2001	1,701.30
GREV00786	602	Fernal Properties, Inc.	3/1/2006	1,695.76
GREV01049	603	Fernal Properties, Inc.	4/3/2006	700.00
GREV01047-1048	605	Fernal Properties, Inc.	5/13/2006	300.00
GREV03032	606	Fernal Properties, Inc.	6/3/2006	325.00
GREV03030	610	Fernal Properties, Inc.	6/30/2006	200.93
GREV11260	613	Fernal Properties, Inc.	8/29/2006	75.00
GREV03024	614	Fernal Properties, Inc.	10/6/2006	50.00
DTSCANG013514	616	Fernal Properties, Inc.	11/12/2006	381.21
GREV11185	715	Fernal Properties, Inc.	8/15/2007	325.00
GREV11186	713	Fernal Properties, Inc.	9/28/2007	150.00
GREV11187	716	Fernal Properties, Inc.	10/12/2007	100.00
GREV11184	721	Fernal Properties, Inc.	11/12/2007	200.00
GREV11183	720	Fernal Properties, Inc.	11/15/2007	150.00
GREV11182	722	Fernal Properties, Inc.	12/10/2007	150.00
GREV11181	719	Fernal Properties, Inc.	12/17/2007	308.14
GREV11177	801	Fernal Properties, Inc.	1/7/2008	157.24
GREV11176	802	Fernal Properties, Inc.	1/22/2008	248.51
GREV11175	804	Fernal Properties, Inc.	1/29/2008	50.00
GREV11174	805	Fernal Properties, Inc.	3/12/2008	200.00
GREV11173	806	Fernal Properties, Inc.	4/11/2008	250.00
GREV11159	807	Fernal Properties, Inc.	5/13/2008	100.00
GREV11161	808	Fernal Properties, Inc.	6/5/2008	643.47
GREV11160	809	Fernal Properties, Inc.	6/5/2008	128.77

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GREV11162	810	Fernal Properties, Inc.	6/17/2008	175.00
GREV11141	812	Fernal Properties, Inc.	9/18/2008	200.00
GREV11138	818	Fernal Properties, Inc.	11/1/2008	682.99
GREV11289	80300	Foster & Sons	2/28/2006	600.00
GREV11156	5973	Foster & Sons	6/7/2008	144.00
DTSC-2 01154-55	847	Frontier Environmental Services, Inc	5/9/2003	109,043.00
GREV00864	S13639100	George T. Hall Company, Inc.	3/23/2006	51.55
GREV00865	46360	Geotechnical Services, Inc.	9/21/2005	470.81
JK000189	11944	Hydraulic Cranes	7/17/2001	1,970.00
GREV00066	01153-1	Interphase	7/19/2001	1,577.00
GREV00191-193	1027F	Layne Christensen Company	7/23/2003	30,210.00
GREV00132	NA	Lyn/Mar Company	3/24/2003	150.00
GREV00131	03-128	Masson	7/8/2003	4,678.00
JK000184-6	117106	Monte Collins	7/18/2001	808.00
GREV00272	41201	ProHydro Inc.	12/19/2004	660.00
GREV00268; 271	41202	ProHydro Inc.	12/20/2004	4,694.00
GREV00273-274	50301	ProHydro Inc.	3/9/2005	197.39
GREV01080-82	5120501	ProHydro Inc.	12/5/2005	455.50
GREV02992	6062221	ProHydro Inc.	6/22/2006	282.45
GREV11246	702091GRE	ProHydro Inc.	2/9/2007	11,628.19
GREV11223	705241GRE	ProHydro Inc.	5/24/2007	1,322.98
GREV11214	I-708296	ProHydro Inc.	8/29/2007	685.29
GREV11207	I-7112301	ProHydro Inc.	11/23/2007	685.29



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GREV11194	I-8021305	ProHydro Inc.	2/13/2008	590.11
GREV11166	I-8052233	ProHydro Inc.	5/22/2008	636.86
GREV11149	I-8082577	ProHydro Inc.	8/25/2008	765.84
GREV11137	I-8112693	ProHydro Inc.	11/26/2008	1,270.00
GREV11311	I-8112693	ProHydro Inc.	11/26/2008	427.43
GREV00075	0105747-IN	Sinclair	7/18/2001	151.63
GREV00068	0105908-IN	Sinclair	7/23/2001	15,165.36
GREV00069	0105918-IN	Sinclair	7/23/2001	314.92
GREV00241	1624139	South Coast Air Quality Managemer	10/19/2004	320.66
GREV00297-298	1651819	South Coast Air Quality Managemer	3/1/2005	1,488.72
GREV11229	1846635	South Coast Air Quality Managemer	2/20/2007	81.89
GREV11227	1846634	South Coast Air Quality Managemer	2/20/2007	1,656.94
GREV11221	1846635	South Coast Air Quality Managemer	7/17/2007	102.36
GREV11179	1935771	South Coast Air Quality Managemer	1/2/2008	954.71
GREV11178	1934524	South Coast Air Quality Managemer	1/2/2008	99.09
GREV00079	N10791	STS	7/26/2001	1,950.00
GREV00080	N10778	STS	7/26/2001	3,150.00
GREV00175; 187; BEI-B000114555 (Invoice for \$15,641.00 - \$9,000 paid by Greve (remainder paid by BEI)	BL211058	STS	12/12/2002	9,000.00
GREV00175; 181	BL309135	STS	9/29/2003	195.00
GREV00175; 186	BL309179	STS	9/30/2003	120.00
GREV00175; 179	BL310039	STS	10/7/2003	120.00
GREV00175; 185	BL310083	STS	10/13/2003	120.00
GREV00175; 180	BL310134	STS	10/22/2003	120.00
GREV00175-176	BL310117	STS	10/27/2003	1,040.00
GREV00175; 177	BL310110	STS	10/27/2003	810.00
GREV00175; 178	BL310098	STS	10/27/2003	970.00
GREV00244	BL312074	STS	11/9/2003	600.00
GREV00175; 184	BL312074	STS	12/29/2003	1,930.00
GREV00175; 183	BL312084	STS	12/31/2003	2,257.00

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GREV00175; 182	BL312109	STS	12/31/2003	510.00
GREV00245	BL402079	STS	2/20/2004	115.00
GREV00246	BL402087	STS	3/5/2004	470.00
GREV00243	BL402087	STS	3/5/2004	185.00
GREV00306	BL409167	STS	10/4/2004	255.00
GREV00304	BL412082	STS	12/20/2004	120.00
GREV00305	BL412115	STS	12/22/2004	230.00
GREV00639	BL412111	STS	12/30/2004	3,506.00
STC001514	BL412114	STS	12/30/2004	2,890.00
GREV00625; 642	BL503064	STS	4/6/2005	6,789.00
GREV00859	BL506031	STS	6/15/2005	6,924.00
GREV01125	BL509112	STS	9/30/2005	5,216.00
GREV11296	BL512108	STS	1/3/2006	5,026.00
DTSCANG013696	32460	Suburban Propane	8/3/2005	355.64
DTSCANG013699	1388	Suburban Propane	8/21/2005	372.88
DTSCANG013702	32961	Suburban Propane	9/2/2005	811.83
DTSCANG013705	33113	Suburban Propane	9/14/2005	711.24
DTSCANG013706	76308	Suburban Propane	9/23/2005	66.95
GREV01069-70	33391	Suburban Propane	10/3/2005	379.76
GREV01073	33499	Suburban Propane	10/10/2005	853.18
GREV01076	33639	Suburban Propane	10/18/2005	1,011.79
GREV01079	33717	Suburban Propane	10/24/2005	391.45
GREV01085	33867	Suburban Propane	11/1/2005	895.48
GREV11293	33950	Suburban Propane	11/3/2005	641.79
GREV11292	340143	Suburban Propane	12/23/2005	1,022.53
GREV01053-1055	341671	Suburban Propane	4/13/2006	873.52
GREV11270	1654-042987	Suburban Propane	7/6/2006	1,046.34
GREV11266	1654-042987	Suburban Propane	7/14/2006	60.00
GREV11220	121325	Suburban Propane	7/14/2007	60.00
DTSCANG013940	K6F09JK	The Digivac Company	6/9/2006	496.00
GREV00986	1561	The Leu Group	3/18/2003	9,845.36

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GREV00293-294	1243	The Leu Group	2/12/2005	390.00
GREV00275-276	1258	The Leu Group	2/19/2005	585.00
GREV00279-280	1271	The Leu Group	3/19/2005	10,944.04
GREV00289-291	1287	The Leu Group	3/26/2005	4,480.00
GREV00314	1299	The Leu Group	4/2/2005	2,455.77
GREV00311	1306	The Leu Group	4/9/2005	2,720.00
LEU001933-5	1318	The Leu Group	4/16/2005	6,400.00
LEU001928	1322	The Leu Group	4/30/2005	11,030.00
LEU001922-7	1328	The Leu Group	5/7/2005	7,573.75
LEU001918-21	1336	The Leu Group	5/14/2005	1,227.53
GREV00955	1344	The Leu Group	5/21/2005	1,423.21
GREV00948	1407	The Leu Group	8/27/2005	1,260.00
GREV00931; 944	1414	The Leu Group	9/3/2005	3,920.00
LEU001900	1421	The Leu Group	9/10/2005	1,907.50
GREV00926	1430	The Leu Group	9/17/2005	1,155.00
GREV00919	1437	The Leu Group	10/1/2005	2,980.50
GREV01177; GREV11298	1444	The Leu Group	10/15/2005	800.00
GREV00906; 996	1484	The Leu Group	12/3/2005	1,280.00
GREV01231	1541	The Leu Group	2/11/2006	5,979.38
GREV00974	1550	The Leu Group	3/4/2006	10,980.00
GREV00895; 01159	1566	The Leu Group	4/1/2006	4,719.78
GREV00744	1576	The Leu Group	4/10/2006	1,414.58
GREV01139/03146	1580	The Leu Group	4/22/2006	616.08
GREV00737	1590	The Leu Group	5/6/2006	2,420.03
GREV03014	1607	The Leu Group	5/20/2006	648.06
GREV00757	1615	The Leu Group	6/10/2006	1,920.00
GREV02995	1622	The Leu Group	6/26/2006	320.00
GREV02976	1638	The Leu Group	7/22/2006	4,801.60
GREV02985	1656	The Leu Group	8/5/2006	480.00
DTSCANG013342	1669	The Leu Group	9/2/2006	3,117.50
GREV11257	1679	The Leu Group	9/16/2006	1,120.00
GREV03045	1686	The Leu Group	9/30/2006	5,951.02
GREV11248	1699	The Leu Group	10/14/2006	5,929.10
GREV11244	1717	The Leu Group	11/25/2006	4,995.00



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GREV11241	1735	The Leu Group	12/16/2006	4,800.00
DTSCANG013598; GREV03039	1743	The Leu Group	1/6/2007	3,625.00
GREV03179	1761	The Leu Group	1/20/2007	360.00
GREV11234	1772	The Leu Group	2/22/2007	2,745.31
GREV11235	1778	The Leu Group	2/24/2007	1,138.59
GREV11226	1800	The Leu Group	3/25/2007	200.00
GREV11225	1817	The Leu Group	4/21/2007	1,851.60
GREV11222	1826	The Leu Group	5/6/2007	2,470.00
GREV03207	1836	The Leu Group	5/19/2007	780.00
GREV03209	1847	The Leu Group	6/9/2007	3,297.50
GREV11308	1857	The Leu Group	6/23/2007	292.50
GREV11219	1870	The Leu Group	7/21/2007	5,180.00
GREV11218	1876	The Leu Group	8/12/2007	6,313.98
GREV11217	1885	The Leu Group	8/26/2007	18,468.76
GREV11206	1892	The Leu Group	9/8/2007	5,760.00
GREV00072	7-301	Thomas D. Beck	7/17/2001	250.00
GREV00083	7-061-2001	Thomas D. Beck	7/27/2001	250.00
GREV11165	7-1100	USA Consolidators, Inc.	6/15/2008	5,000.00
GREV00866	M32667	Vossler Co.	8/8/2005	117.99
GREV11314-6	Clean Loan Interest	Clean Loan	2/1/2004-1/1/2009	182,469.88
JK000219-JK000230	NA	Purchase Agreement re amount paid for "remediation of the subject property" - Credit to Greve	11/12/2000	-\$400,000.00
<b>TOTAL GREVE</b>				<b>\$981,214.46</b>
*Greve reserves the right to add and/or supplement any invoices at the time of trial				

<b>UNITED STATES DISTRICT COURT CENTRAL DISTRICT OF CALIFORNIA</b>		<b>FOR COURT USE ONLY</b>
<i>Angeles Chemical, et al. v. McKesson Corporation, et al.</i>		
Jeffery L. Caufield (SBN 166524) Kenneth E. James (SBN 173775) CAUFIELD & JAMES, LLP 2851 Camino Del Rio South, Suite 410 San Diego, CA 92108	Tel: (619) 325-0441 Fax: (619) 325-0231	
<b>Attorney(s) for:</b> Plaintiffs/Counter-Defendants, Angeles Chemical Co., Greve Financial Services, Inc., and John Locke		<b>Date:</b> <b>Time:</b> <b>Dept.:</b> 17
		<b>Case Number:</b> CV01-10532 TJH (Ex)

**PROOF OF SERVICE**

I, the undersigned, declare: I am employed in the County of San Diego, State of California. I am over the age of 18 years and not a party to this action. My business address is 2851 Camino Del Rio South, Suite 410, San Diego, California 92108. I served a copy of the following document(s):

**ANGELES CHEMICAL COMPANY, INC., JOHN LOCKE, AND GREVE FINANCIAL SERVICES, INC.'S SUPPLEMENTAL FRCP 26 DISCLOSURES**

☐ (BY MAIL) I caused each such envelope to be sealed and placed for collection and mailing from my business address. I am readily familiar with Caufield & James' practice for collection and processing of correspondence for mailing, said practice being that in the ordinary course of business mail is deposited with the postage thereon fully prepaid in the United States Postal Service the same day as it is placed for collection. I am aware that upon motion of the party served, service is presumed invalid if the postal cancellation date or postage meter date on the envelope is more than one day after the date of deposit for mailing contained in this affidavit.

☐ (BY OVERNIGHT MAIL) I am readily familiar with the practice of Caufield & James for the collection and processing of correspondence for overnight delivery and know that the document(s) described herein will be deposited in a box or other facility regularly maintained for overnight delivery.

☒ (BY FACSIMILE) This document was transmitted by facsimile transmission from (619) 325-0231 and the transmission was reported as complete and without error. I then caused the transmitting facsimile machine to properly issue a transmission report confirming the transmission.

☒ (BY ELECTRONIC TRANSMISSION) This document was transmitted by electronic transmission from [stephanie@caufieldjames.com](mailto:stephanie@caufieldjames.com) and the transmission was reported as complete and without error. I then caused the transmitting e-mail account to properly issue a report confirming the electronic transmission.

☐ (BY UNITED STATES DISTRICT COURT ELECTRONIC FILING SERVICE) on the parties as set forth below.

SEE ATTACHED SERVICE LIST

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed on October 2, 2009, in San Diego, California.

/s/ Amber Hinojosa  
Amber Hinojosa



**SERVICE LIST**

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Counsel for Angeles Chemical Co., Inc.  
and John Locke

SUPERIOR COURT OF THE STATE OF CALIFORNIA  
COUNTY OF LOS ANGELES

FERNAL PROPERTIES, INC.,

*Plaintiff,*

v.

ANGELES CHEMICAL CO., INC., *et al.*

*Defendants.*

Case No. BC476657

ANGELES'S AMENDED RESPONSES TO  
FIREMAN'S FUND'S DEMAND FOR  
PRODUCTION OF DOCUMENTS, SET ONE

[Assigned to Judge Michael Johnson, Dept. 56]

AND RELATED CROSS-ACTIONS.

PROPOUNDING PARTY: FIREMAN'S FUND INSURANCE COMPANY

RESPONDING PARTY: ANGELES CHEMICAL COMPANY, INC.

SET NO.: ONE

**GENERAL STATEMENT AND OBJECTIONS**

1. The following responses are based on the information reasonably available to Defendant and Cross-Complainant Angeles Chemical Company, Inc. ("Angeles") at this time. Further expert or non-expert discovery, independent investigation and analysis may supply additional facts and add meaning to known facts, as well as establish entirely new factual conclusions and legal contentions, all of which may lead to additions, changes to, or variations from the information herein set forth.

2. The following responses are given without prejudice to the responding party's



1 right to produce or rely on subsequently discovered information, facts or documents. The  
2 responding party accordingly reserves the right to change the responses herein as additional facts  
3 are ascertained, analysis is made, and research is completed. The responses contained herein are  
4 made in a good faith effort to comply with the provisions of Code of Civil Procedure Section  
5 2031.010 *et seq.*, and to supply such responsive information as exists and is presently within the  
6 responding party's possession, custody or control, but are in no way to be deemed to be to the  
7 prejudice of the responding party in relation to further discovery, research and analysis.

8 3. In addition to any specific objections which may be made on an individual basis in  
9 the separate responses set forth below, the responding party objects generally to each request to  
10 the extent that it seeks to elicit information subject to and protected by the attorney-client  
11 privilege and/or the attorney work-product doctrine. Responding party further objects to each  
12 request to the extent that it seeks production of communications that are protected from disclosure  
13 because they were made during settlement negotiations or in connection with a mediation.  
14 Nothing contained herein is intended to be or should be construed as a waiver of such privileges  
15 or protections.

16 4. These responses are made solely for the purpose of this action. Any documents  
17 produced in response to these requests are produced subject to all objections to competence,  
18 authenticity, relevance, materiality, propriety, admissibility and all other objections and grounds  
19 which would or could require or permit the exclusion of any information from evidence, and all  
20 such objections and grounds are expressly reserved and may be interposed at the time of trial.

## 21 **RESPONSES TO DEMANDS FOR PRODUCTION**

### 22 **DOCUMENT DEMAND NO. 1:**

23 For EACH settlement or judgment identified in YOUR response to Interrogatory No. 1 in  
24 the concurrently served Cross-Defendant Fireman's Fund Insurance Company's Special  
25 Interrogatories to Defendant & Cross-Complainant Angeles Chemical Company, Inc. (Set One),  
26 Produce ALL DOCUMENTS constituting, evidencing, or memorializing EACH settlement or  
27 judgment.

28 ///





1 **RESPONSE TO DOCUMENT DEMAND NO. 1:**

2 Responding party objects to this request to the extent that it calls for the disclosure of  
3 information that is protected from compelled disclosure by the attorney-client privilege and/or the  
4 attorney work product doctrine. Responding party also objects to the extent that the request calls  
5 for the disclosure of information that is equally available to or already known by Fireman's  
6 Fund Insurance Company ("Fireman's Fund") or is publicly available. Responding party also  
7 objects to this request to the extent that it seeks documents that are confidential, subject to the  
8 mediation privilege, or placed under seal by court order. Responding party further objects to this  
9 request because it requests production of documents that are not relevant to Fireman's Fund's  
10 defenses to Angeles's cross-claims in this case, the only basis that Fireman's Fund has for  
11 seeking discovery from Angeles, nor are the documents requested likely to lead to the discovery  
12 of evidence relevant to Fireman's Fund's defenses in this case.

13 Subject to and without waiving the foregoing objections and those contained in the  
14 general statement above, which is incorporated herein by this reference, Angeles responds as  
15 follows:

16 To the extent that Fireman's Fund does not already have them in its possession, Angeles  
17 will produce copies of the documents that constitute the settlements and judgments identified in  
18 Angeles's response to the identified interrogatory. To the extent necessary, Angeles will produce  
19 such documents with appropriate "CONFIDENTIAL" marking, as required by the protective  
20 order in this case.

21 **DOCUMENT DEMAND NO. 2:**

22 For EACH settlement or judgment identified in YOUR response to Interrogatory No. 1 in  
23 the concurrently served Cross-Defendant Fireman's Fund Insurance Company's Special  
24 Interrogatories to Defendant & Cross-Complainant Angeles Chemical Company, Inc. (Set One),  
25 produce ALL DOCUMENTS constituting, evidencing, memorializing, or REFERRING TO how  
26 YOU spent or used the monetary payment YOU received from that settlement or judgment.

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1 **RESPONSE TO DOCUMENT DEMAND NO. 2:**

2 Responding party objects to this request to the extent that it calls for the disclosure of  
3 information that is protected from compelled disclosure by the attorney-client privilege and/or the  
4 attorney work product doctrine. Responding party also objects to the extent that the request calls  
5 for the disclosure of information that is equally available to or already known by Fireman's  
6 Fund or is publicly available. Responding party also objects to this request to the extent that it  
7 seeks documents that are confidential, subject to the mediation privilege, or placed under seal by  
8 court order. Responding party further objects to this request to the extent that it seeks information  
9 that is private and confidential business information or seeks to reveal the private personal  
10 financial information of its officers, directors or shareholders. Responding party further objects  
11 to this request because it requests production of documents that are not relevant to Fireman's  
12 Fund's defenses to Angeles's cross-claims in this case, the only basis that Fireman's Fund has for  
13 seeking discovery from Angeles, nor are the documents requested likely to lead to the discovery  
14 of evidence relevant to Fireman's Fund's defenses in this case.

15 Subject to and without waiving the foregoing objections and those contained in the  
16 general statement above, which is incorporated herein by this reference, Angeles responds as  
17 follows:

18 Angeles will produce non-privileged documents that evidence the expenditures it  
19 identified in its accompanying response to Interrogatory No. 1.

20 **DOCUMENT DEMAND NO. 3:**

21 ALL DOCUMENTS YOU sent to FIREMAN'S FUND that REFER TO the  
22 SETTLEMENT AGREEMENT.

23 **RESPONSE TO DOCUMENT DEMAND NO. 3:**

24 Responding party objects to this request to the extent that it calls for the disclosure of  
25 information that is equally available to or already known by Fireman's  
26 Fund or is publicly available. Responding party also objects to this request to the extent that it  
27 seeks documents that are confidential, subject to the mediation privilege, or placed under seal by  
28 court order. Responding party further objects to this request because it is unduly burdensome and



1 oppressive to the extent that it seeks documents that are already in Fireman's Fund's possession  
2 and control.

3 Subject to and without waiving the foregoing objections and those contained in the  
4 general statement above, which is incorporated herein by this reference, Angeles responds as  
5 follows: Angeles will produce responsive documents that are within its possession and control  
6 and are not otherwise publicly available.

7 **DOCUMENT DEMAND NO. 4:**

8 ALL DOCUMENTS YOU sent to GREAT AMERICAN that REFER TO the  
9 SETTLEMENT AGREEMENT.

10 **RESPONSE TO DOCUMENT DEMAND NO. 4:**

11 Responding party objects to this request to the extent that it calls for the disclosure of  
12 information that is equally available to or already known by Fireman's  
13 Fund or is publicly available. Responding party also objects to this request to the extent that it  
14 seeks documents that are confidential, subject to the mediation privilege, placed under seal by  
15 court order, or otherwise protected from disclosure because they are settlement communications.  
16 Responding party further objects to this request because it is unduly burdensome and oppressive  
17 to the extent that it seeks documents that are already in Fireman's Fund's possession and control.

18 Subject to and without waiving the foregoing objections and those contained in the  
19 general statement above, which is incorporated herein by this reference, Angeles responds as  
20 follows: Angeles will produce responsive documents that are within its possession and control  
21 and are not otherwise publicly available.

22 **DOCUMENT DEMAND NO. 5:**

23 ALL DOCUMENTS YOU sent to the BERG PARTIES that REFER TO the  
24 SETTLEMENT AGREEMENT.

25 **RESPONSE TO DOCUMENT DEMAND NO. 5:**

26 Responding party objects to this request to the extent that it calls for the disclosure of  
27 information that is equally available to or already known by Fireman's  
28 Fund or is publicly available. Responding party also objects to this request to the extent that it





1 seeks documents that are confidential, subject to the mediation privilege, placed under seal by  
2 court order, or otherwise protected from disclosure because they are settlement communications.  
3 Responding party further objects to this request because it is unduly burdensome and oppressive  
4 to the extent that it seeks documents that are already in Fireman's Fund's possession and control.

5 Subject to and without waiving the foregoing objections and those contained in the  
6 general statement above, which is incorporated herein by this reference, Angeles responds as  
7 follows: Angeles will produce responsive documents that are within its possession and control  
8 and are not otherwise publicly available.

9 **DOCUMENT DEMAND NO. 6:**

10 ALL DOCUMENTS YOU sent to MCKESSON that REFER TO the SETTLEMENT  
11 AGREEMENT.

12 **RESPONSE TO DOCUMENT DEMAND NO. 6:**

13 Responding party objects to this request to the extent that it calls for the disclosure of  
14 information that is equally available to or already known by Fireman's  
15 Fund or is publicly available. Responding party also objects to this request to the extent that it  
16 seeks documents that are confidential, subject to the mediation privilege, placed under seal by  
17 court order, or otherwise protected from disclosure because they are settlement communications.  
18 Responding party further objects to this request because it is unduly burdensome and oppressive  
19 to the extent that it seeks documents that are already in Fireman's Fund's possession and control.

20 Subject to and without waiving the foregoing objections and those contained in the  
21 general statement above, which is incorporated herein by this reference, Angeles responds as  
22 follows: Angeles will produce responsive documents, if any exist, that are within its possession  
23 and control and are not otherwise publicly available.

24  
25 **DOCUMENT DEMAND NO. 7:**

26 ALL DOCUMENTS YOU sent to Greve Financial Services, Inc. that REFER TO the  
27 SETTLEMENT AGREEMENT.

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**RESPONSE TO DOCUMENT DEMAND NO. 7:**

Responding party objects to this request to the extent that it calls for the disclosure of information that is equally available to or already known by Fireman's Fund or is publicly available. Responding party also objects to this request to the extent that it seeks documents that are confidential, subject to the mediation privilege, or placed under seal by court order. Responding party further objects to this request because it is unduly burdensome and oppressive to the extent that it seeks documents that are already in its possession and control. Responding party further objects to this request to the extent that it seeks documents that are protected from disclosure by the attorney-client privilege, the attorney-work product privilege, or the common interest doctrine.

Subject to and without waiving the foregoing objections and those contained in the general statement above, which is incorporated herein by this reference, Angeles responds as follows: Angeles will produce responsive, non-privileged, documents that are within its possession and control and are not otherwise publicly available.

**DOCUMENT DEMAND NO. 8:**

ALL DOCUMENTS YOU sent to ANY government agency that REFER TO the SETTLEMENT AGREEMENT.

**RESPONSE TO DOCUMENT DEMAND NO. 8:**

Responding party objects to this request to the extent that it calls for the disclosure of information that is equally available to or already known by Fireman's Fund or is publicly available. Responding party also objects to this request to the extent that it seeks documents that are confidential, subject to the mediation privilege, placed under seal by court order, or otherwise protected from disclosure because they are settlement communications. Responding party further objects to this request because it is unduly burdensome and oppressive to the extent that it seeks documents that are already in Fireman's Fund's possession and control.

Subject to and without waiving the foregoing objections and those contained in the general statement above, which is incorporated herein by this reference, Angeles responds as follows: Angeles will produce responsive documents, if any exist, that are within its possession



1 and control and are not otherwise publicly available.

2 **DOCUMENT DEMAND NO. 9:**

3 ALL DOCUMENTS YOU filed in ANY court that REFER TO the SETTLEMENT  
4 AGREEMENT.

5 **RESPONSE TO DOCUMENT DEMAND NO. 9:**

6 Responding party objects to this request to the extent that it calls for the disclosure of  
7 information that is equally available to or already known by Fireman's  
8 Fund or is publicly available. Responding party further objects to this request because it is  
9 unduly burdensome and oppressive to the extent that it seeks documents that are already in  
10 Fireman's Fund's possession and control.

11 Subject to and without waiving the foregoing objections and those contained in the  
12 general statement above, which is incorporated herein by this reference, Angeles responds as  
13 follows: Angeles will produce responsive documents that are within its possession and control  
14 and are not otherwise publicly available.

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16 Dated: July 16, 2015

PALADIN LAW GROUP<sup>®</sup> LLP

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By: \_\_\_\_\_

Jon G. Lycett  
Counsel for Angeles Chemical Co., Inc. and  
John Locke





**VERIFICATION**

Re: *Fernal Properties, Inc. v. Angeles Chemical Co., Inc. et al.*  
Superior Court of California, County of Los Angeles, Case No. BC476657

I, John Locke, President of Angeles Chemical Company, Inc., state:


I read the foregoing:

ANGELES'S RESPONSES TO FIREMAN'S FUND'S DEMAND FOR PRODUCTION OF  
DOCUMENTS, SET ONE

and know its contents;

I certify and declare under penalty of perjury under the laws of the State of California that  
the foregoing answers are true and correct.

Executed on 7-16-15, 2015 in Covina, California.

  
John Locke, President  
Angeles Chemical Co., Inc.

Bret A. Stone            SBN 190161   BStone@PaladinLaw.com  
John R. Till            SBN 178763   JTill@PaladinLaw.com  
Jon G. Lycett           SBN 209425   JLycett@PaladinLaw.com  
PALADIN LAW GROUP® LLP  
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Counsel for Angeles Chemical Co., Inc.  
and John Locke

SUPERIOR COURT OF THE STATE OF CALIFORNIA  
COUNTY OF LOS ANGELES

FERNAL PROPERTIES, INC.,

*Plaintiff,*

v.

ANGELES CHEMICAL CO., INC., *et al.*

*Defendants.*

Case No. BC476657

ANGELES'S AMENDED RESPONSES TO  
FIREMAN'S FUND'S SPECIAL  
INTERROGATORIES, SET ONE

[Assigned to Judge Michael Johnson, Dept. 56]

AND RELATED CROSS-ACTIONS.

PROPOUNDING PARTY: FIREMAN'S FUND INSURANCE COMPANY

RESPONDING PARTY: ANGELES CHEMICAL COMPANY, INC.

SET NO.: ONE

**GENERAL STATEMENT AND OBJECTIONS**

1. The following responses are based on the information reasonably available to Defendant and Cross-Complainant Angeles Chemical Company, Inc. ("Angeles") at this time. Further expert or non-expert discovery, independent investigation and analysis may supply additional facts and add meaning to known facts, as well as establish entirely new factual conclusions and legal contentions, all of which may lead to additions, changes to, or variations from the information herein set forth.

2. The following responses are given without prejudice to the responding party's



1 right to produce or rely on subsequently discovered information, facts or documents. The  
2 responding party accordingly reserves the right to change the responses herein as additional facts  
3 are ascertained, analysis is made, and research is completed. The responses contained herein are  
4 made in a good faith effort to comply with the provisions of Code of Civil Procedure Section  
5 2030.010 *et seq.*, and to supply such responsive information as exists and is presently within the  
6 responding party's possession, custody or control, but are in no way to be deemed to be to the  
7 prejudice of the responding party in relation to further discovery, research and analysis.

8 3. Nothing contained herein is intended to be or should be construed as a waiver of  
9 the attorney-client privilege, the attorney work-product or any other applicable privilege,  
10 protection, or doctrine.

11 4. These responses are made solely for the purpose of this action. Each response is  
12 subject to all objections to competence, authenticity, relevance, materiality, propriety,  
13 admissibility and all other objections and grounds which would or could require or permit the  
14 exclusion of any information from evidence, all of which objections and grounds are reserved and  
15 may be interposed at the time of trial.

## 16 **RESPONSES TO SPEICAL INTERROGATORIES**

### 17 **SPECIAL INTERROGATORY NO. 1:**

18 IDENTIFY ALL settlements and judgments in which ANGELES CHEMICAL received  
19 ANY monetary payment to resolve ANY claim ANGELES CHEMICAL brought against ANY  
20 third party for environmental contamination at the ANGELES SITE.

### 21 **RESPONSE TO SPECIAL INTERROGATORY NO. 1:**

22 Responding party objects to this interrogatory to the extent that it is overbroad and unduly  
23 burdensome because it is not limited as to time. Responding party further objects that this  
24 interrogatory is vague and ambiguous because it fails to define the terms "settlements" and  
25 "judgments." Responding party objects to this interrogatory to the extent that it requests  
26 information about settlements that are confidential, placed under seal by court order, or subject to  
27 the mediation privilege. Responding party objects to this interrogatory because it requests  
28 information that is not relevant to Fireman's Fund's Insurance Company's ("Fireman's Fund")





1 defenses to claims made in Angeles's Cross-Complaint in this case, which is the only basis for  
2 Fireman's Fund to request discovery from Angeles, nor is it likely to lead to the discovery of  
3 evidence relevant to Fireman's Fund's defenses in this case.

4 Subject to and without waiving the foregoing objections and those in the general statement  
5 above, which are incorporated herein by this reference, Angeles responds as follows:

6 Angeles believes the following three judgments and settlements are the only ones that  
7 exist that are responsive to this interrogatory:

- 8 1. In 1994, Angeles obtained a responsive judgment in the case Angeles Chemical  
9 Co. v. Spencer & Jones, Los Angeles Superior Court, Case No. VCO12841;
- 10 2. In 2010, Angeles entered a responsive settlement agreement with McKesson  
11 Corporation and other parties, which partially resolved Angeles Chemical Co., et  
12 al. v. McKesson Corp., et al., U.S. District Court, Central Dist., Case No. 01-  
13 10532 TJH (Ex) and Angeles Chemical Co., et al. v. Omega Chemical PRP Group,  
14 LLC, et al., U.S. District Court, Central Dist., Case No. 07-1471 TJH (Ex); and
- 15 3. In 2009, Angeles entered a responsive settlement agreement with Robert Berg,  
16 Donna Berg, the Estate of Arnold Rosenthal, Pearl Rosenthal, Greve Financial  
17 Services, Inc., Joseph Kennedy and Valerie Kennedy, which also partially resolved  
18 Angeles Chemical Co., et al. v. McKesson Corp., et al., U.S. District Court,  
19 Central Dist., Case No. 01-10532 TJH (Ex).

20 In accordance with California Civil Procedure Code section 2030.230, to the extent that  
21 this interrogatory calls for the disclosure of the specific terms related to any of the above  
22 disclosed settlements and judgments, Angeles refers to the related documents either produced in  
23 response to the accompanying Requests for Production of Documents or already in Fireman's  
24 Fund's possession.

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1 **SPECIAL INTERROGATORY NO. 2:**

2 For EACH settlement or judgment YOU identified in YOUR response to Interrogatory  
3 No. 1, explain how ANGELES CHEMICAL spent or used the monetary payment it received from  
4 that settlement or judgment.

5 **RESPONSE TO SPECIAL INTERROGATORY NO. 2:**

6 Responding party objects to this interrogatory to the extent that it is overbroad and unduly  
7 burdensome because it is not limited as to time. Responding party further objects that this  
8 interrogatory is vague and ambiguous because it fails to define the terms “settlements” and  
9 “judgments.” Responding party objects to this interrogatory to the extent that it requests  
10 information about settlements that are confidential, placed under seal by court order, or subject to  
11 the mediation privilege. Responding party further objects to this interrogatory to the extent that it  
12 seeks information that is protected from disclosure by the attorney-client privilege, the attorney  
13 work-product privilege, and/or the common-interest doctrine. Responding party objects to this  
14 interrogatory because it requests information that is not relevant to Fireman’s Fund’s defenses to  
15 claims made in Angeles’s Cross-Complaint in this case, which is the only basis for Fireman’s  
16 Fund to request discovery from Angeles, nor is it likely to lead to the discovery of evidence  
17 relevant to Fireman’s Fund’s defenses in this case.

18 Subject to and without waiving the foregoing objections and those in the general statement  
19 above, which are incorporated herein by this reference, Angeles responds as follows:

20 In response to this interrogatory, Angeles will identify all amounts that it has spent that  
21 are related to its claims against third parties for “environmental contamination at the ANGELES  
22 SITE,” which it believes total approximately \$1,967,257.13. This total does not include any  
23 investigation and/or litigation related consultant and/or expert expenses billed to Angeles’s  
24 insurers during the previous litigation, regardless of whether Angeles’s insurers actually paid the  
25 invoiced amounts. Since Fireman’s Fund was sent all such invoices during the previous  
26 litigation, Fireman’s Fund’s access to such information is at least equal to, if not better than,  
27 Angeles’s. To the extent this interrogatory calls for any additional explanation, summary or  
28 compilation of expenditures beyond the total amount, pursuant to California Civil Procedure



1 Code section 2030.230 Angeles refers to the documents it will produce in response to Fireman's  
2 Fund's related Requests for Production of Documents. In response to this interrogatory Angeles  
3 has conducted a reasonably thorough search through voluminous records. Investigation and  
4 discovery are ongoing, however, and so Angeles reserves its right to identify additional expenses  
5 responsive to this interrogatory should additional information and documentation be discovered in  
6 the future

7  
8 Dated: July 16, 2015

PALADIN LAW GROUP® LLP

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11 By: \_\_\_\_\_

12 Jon G. Lycett  
13 Counsel for Angeles Chemical Co., Inc. and  
14 John Locke  
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**VERIFICATION**

Re: *Fernal Properties, Inc. v. Angeles Chemical Co., Inc. et al.*  
Superior Court of California, County of Los Angeles, Case No. BC476657

I, John Locke, President of Angeles Chemical Company, Inc., state:

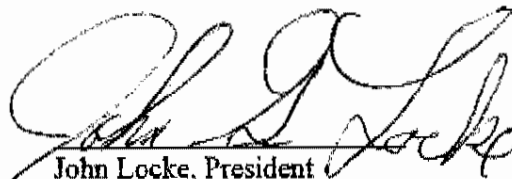
I read the foregoing:

ANGELES'S AMENDED RESPONSES TO FIREMAN'S FUND'S SPECIAL  
INTERROGATORIES, SET ONE

and know its contents;

I certify and declare under penalty of perjury under the laws of the State of California that  
the foregoing answers are true and correct.

Executed on 7-16-15, 2015 in Covina, California.



John Locke, President  
Angeles Chemical Co., Inc.

Bret A. Stone SBN 190161 BStone@PaladinLaw.com  
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Jon G. Lycett SBN 209425 JLycett@PaladinLaw.com  
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Counsel for Angeles Chemical Co., Inc.  
and John Locke

SUPERIOR COURT OF THE STATE OF CALIFORNIA  
COUNTY OF LOS ANGELES  
CENTRAL DISTRICT

FERNAL PROPERTIES, INC.,

*Plaintiff,*

v.

ANGELES CHEMICAL CO., INC. *et al.*,

*Defendants.*

Case No. BC476657

**ANGELES CHEMICAL CO., INC.'S AND  
JOHN LOCKE'S RESPONSES TO  
FIREMAN'S FUND INSURANCE  
COMPANY'S FIRST SET OF REQUESTS  
FOR ADMISSION TO ANGELES  
CHEMICAL COMPANY, INC. AND JOHN  
LOCKE**

*Assigned for all purposes to  
Judge Michael Johnson, Dept. 56*

AND OTHER RELATED CROSS CLAIMS.

Case filed: January 9, 2012  
Trial date: August 22, 2015

PROPOUNDING PARTY: FIREMAN'S FUND INSURANCE COMPANY.

RESPONDING PARTY: ANGELES CHEMICAL COMPANY, INC. AND JOHN LOCKE

SET NO.: ONE (1)

**GENERAL OBJECTIONS**

1. The following responses are based on the information reasonably available to responding parties at this time. Further expert or non-expert discovery, independent investigation and analysis may supply additional facts and add meaning to known facts, as well as establish entirely new factual conclusions and legal contentions, all of which may lead to additions, changes



1 to, or variations from the information herein set forth.

2 2. The following responses are given without prejudice to the responding parties' right  
3 to produce or rely on subsequently discovered information, facts or documents. The responding  
4 parties accordingly reserve the right to change, amend or supplement the responses herein as  
5 additional facts are ascertained, analysis is made, and research is completed. The responses  
6 contained herein are made in a good faith effort to comply with the provisions of Code of Civil  
7 Procedure Section 2033.010 *et seq.*, and to supply such responsive information as exists and is  
8 presently within the responding parties' possession, custody or control, but are in no way to be  
9 deemed to be to the prejudice of the responding parties in relation to further discovery, research  
10 and analysis.

11 3. Nothing contained herein is intended to be or should be construed as a waiver of the  
12 attorney-client privilege, the attorney work-product doctrine or any other applicable privilege,  
13 protection, or doctrine. Responding parties will not provide privileged information in response to  
14 these requests.

15 4. These responses are made solely for the purpose of this action. Each response is  
16 subject to all objections to competence, authenticity, relevance, materiality, propriety, admissibility  
17 and all other objections and grounds which would or could require or permit the exclusion of any  
18 information from evidence, all of which objections and grounds are reserved and may be interposed  
19 at the time of trial.

20 5. Because both Angeles Chemical Company, Inc. and John Locke are identified as  
21 responding parties to these requests for admission, responding parties object to each and every  
22 request set forth below as compound due in part to the fact that each request seeks a response from  
23 both Angeles Chemical Company, Inc. and John Locke.

## 24 **RESPONSES TO REQUESTS FOR ADMISSION**

### 25 **REQUEST FOR ADMISSION NO. 1:**

26 Admit that Exhibit 1 attached hereto is a complete and accurate copy of the MCKESSON  
27 SETTLEMENT AGREEMENT.

28 As used in these Requests for Admissions, "MCKESSON SETTLEMENT AGREEMENT"





1 means the agreement by and among McKesson Corporation, Harvey Sorkin, the Estate of Seymour  
2 Moslin, and the Estate of Paul Maslin, on the one hand, and Angeles Chemical Company, Inc.,  
3 John Locke, Greve Financial Services, Inc., and the Estate of Janyce Locke, on the other hand,  
4 effective January 5, 2010.

5 **RESPONSE TO REQUEST FOR ADMISSION NO. 1:**

6 Admitted.

7 **REQUEST FOR ADMISSION NO. 2:**

8 Admit that Angeles Chemical Company, Inc., John Locke, Greve Financial Services, Inc.,  
9 and the Estate of Janyce Locke did not use all monies paid to them pursuant to the MCKESSON  
10 SETTLEMENT AGREEMENT for the clean-up of hazardous substance contamination in soil and  
11 groundwater at or around the ANGELES CHEMICAL SITE.

12 As used in these requests for Admissions, "ANGELES CHEMICAL SITE" means 8915  
13 Sorenson Avenue, Santa Fe Springs, California.

14 **RESPONSE TO REQUEST FOR ADMISSION NO. 2:**

15 Responding parties object to this request because it seeks information related to how third-  
16 party Greve Financial Services, Inc., now bankrupt and dissolved, used the money it received from  
17 the MCKESSON SETTLEMENT AGREEMENT, which is not in responding parties' possession  
18 or control. Responding parties further object to this request because it is doubly compound and  
19 contains sub-parts, seeking admissions from both responding parties related to four separate  
20 entities. Responding parties also object to this request to the extent that it assumes facts not in  
21 evidence by implying that the identified entities had some contractual or other obligation to use "all  
22 monies" they received, if any, pursuant to the MCKESSON SETTLEMENT AGREEMENT for  
23 the clean-up of hazardous substance contamination in soil and groundwater at or around the  
24 ANGELES CHEMICAL SITE. Finally, responding parties object to this request because the extent  
25 to which they used "all monies" as described is irrelevant to Fireman's Fund's defenses in this  
26 action and not reasonably calculated to lead to the discovery of admissible evidence. Finally,  
27 responding parties object to this request because it seeks an admission that is not relevant to the  
28 propounding party's defenses to their Third Amended Cross-Complaint, the only basis that



1 propounding party has for seeking discovery from responding parties.

2 **REQUEST FOR ADMISSION NO. 3:**

3 Admit that Exhibit 2 attached hereto is a complete and accurate copy of the Judgment On  
4 Special Verdict entered on September 1, 1994 in Case No. VC 012841, *Angeles Chemical Co., Inc.*  
5 *v. Spencer & Jones, et al.*

6 **RESPONSE TO REQUEST FOR ADMISSION NO. 3:**

7 Admitted.

8 **REQUEST FOR ADMISSION NO. 4:**

9 Admit that Angeles Chemical Company, Inc. did not use the funds paid to it pursuant to the  
10 judgment entered in its favor on September 1, 1994, in Case No. VC 012841, *Angeles Chemical*  
11 *Co., Inc. v. Spencer & Jones, et al.*, to investigate or remediate hazardous substance contamination  
12 in soil and groundwater at or around the ANGELES CHEMICAL SITE.

13 **RESPONSE TO REQUEST FOR ADMISSION NO. 4:**

14 Responding parties object to this request in that it seeks information that is not relevant to  
15 Fireman's Fund's defenses to claims made in Angeles's Cross-Complaint in this case, which is the  
16 only basis for Fireman's Fund to request discovery from Angeles, nor is it likely to lead to the  
17 discovery of evidence relevant to Fireman's Fund's defenses in this case. Responding parties  
18 further object to this request because its premise purposely misconstrues and misrepresents the  
19 nature of the identified litigation and the identified judgment, essentially making the request so  
20 unintelligible that is impossible to form a response. Additionally, the request is phrased to ignore  
21 the fungible nature of money, apparently asking the responding parties to admit to the unintelligible  
22 and irrelevant idea that they did not spend the exact same dollars they received from the identified  
23 judgment "to investigate or remediate hazardous substance contamination in soil and groundwater."

24 **REQUEST FOR ADMISSION NO. 5:**

25 Admit that Exhibit 3 attached hereto is a complete and accurate copy of the Reporter's  
26 Transcript Of Settlement Conference dated October 29, 2009 in *Angeles Chemical Company, Inc.,*  
27 *et al. v. McKesson Corporation*, Case no. 01-cv-10532-TJH-E (U.S. District Court, Central District  
28 of California).



1 **RESPONSE TO REQUEST FOR ADMISSION NO. 5:**

2 Admitted.

3 **REQUEST FOR ADMISSION NO. 6:**

4 Admit that the settlement among Angeles Chemical Company, Inc., John Locke, Greve  
5 Financial Services, Inc., Robert Berg, Donna Berg, Pearl Rosenthal, the Estate of Arnold Rosenthal,  
6 American Empire Surplus Lines, The Hartford, Charter Oak, and Travelers described at pages 17:1-  
7 22:23 of Exhibit 3 did not require Angeles Chemical Company, Inc. to use the settlement monies  
8 it received from American Empire Surplus Lines, The Hartford, Charter Oak Fire Insurance  
9 Company, and Travelers to investigate or remediate hazardous substance contamination in soil and  
10 groundwater at or around the ANGELES CHEMICAL SITE.

11 **RESPONSE TO REQUEST FOR ADMISSION NO. 6:**

12 Responding parties object to this request in that it seeks information that is not relevant to  
13 Fireman's Fund's defenses to claims made in Angeles's Cross-Complaint in this case, which is the  
14 only basis for Fireman's Fund to request discovery from Angeles, nor is it likely to lead to the  
15 discovery of evidence relevant to Fireman's Fund's defenses in this case. Responding parties  
16 further object because this request seeks information that is equally available to the propounding  
17 party.

18 Subject to and without waiving the objections above, responding parties respond as follows:  
19 Admitted.

20 **REQUEST FOR ADMISSION NO. 7:**

21 Admit that Angeles Chemical Company, Inc. did not use all of the settlement money it  
22 received from American Empire Surplus Lines, The Hartford, Charter Oak, and Travelers under  
23 the settlement agreement described at pages 17:1-22:23 of Exhibit 3 to investigate or remediate  
24 hazardous substance contamination in soil and groundwater at or around the ANGELES  
25 CHEMICAL SITE.

26 **RESPONSE TO REQUEST FOR ADMISSION NO. 7:**

27 Responding parties object to this request in that it seeks information that is not relevant to  
28 Fireman's Fund's defenses to claims made in Angeles's Cross-Complaint in this case, which is the





1 only basis for Fireman's Fund to request discovery from Angeles, nor is it likely to lead to the  
2 discovery of evidence relevant to Fireman's Fund's defenses in this case. The question is also so  
3 vague and ambiguous that it is unintelligible because it assumes, wrongly, that all of the money has  
4 been spent.

5 **REQUEST FOR ADMISSION NO. 8:**

6 Admit that Angeles Chemical Company, Inc. released American Empire Surplus Lines, The  
7 Hartford, Charter Oak, and Travelers from any and all claims for insurance coverage, including any  
8 extra contractual claims and/or claims of breach of the implied covenant of good faith and fair  
9 dealing, under the settlement agreement described at pages 17:1-22:23 of Exhibit 3.

10 **RESPONSE TO REQUEST FOR ADMISSION NO. 8:**

11 Responding parties object to this request in that it seeks information that is not relevant to  
12 Fireman's Fund's defenses to claims made in Angeles's Cross-Complaint in this case, which is the  
13 only basis for Fireman's Fund to request discovery from Angeles, nor is it likely to lead to the  
14 discovery of evidence relevant to Fireman's Fund's defenses in this case. Responding parties  
15 further object because this request seeks information that is equally available to the propounding  
16 party.

17 **REQUEST FOR ADMISSION NO. 9:**

18 Admit that Exhibit 4 hereto is a complete and accurate copy of Robert Berg's Cross-Claim  
19 Against Angeles Chemical Company, Inc. And Greve Financial Services, Inc. served on Angeles  
20 Chemical Company, Inc. and John G. Locke on or about November 24, 2003 in *Angeles Chemical*  
21 *Company, Inc., et al. v. McKesson Corporation, et al.*, Case No. 01-10532 TJH (Ex) (C.D. Cal.).

22 **RESPONSE TO REQUEST FOR ADMISSION NO. 9:**

23 Admitted.

24 **REQUEST FOR ADMISSION NO. 10:**

25 Admit that Exhibit 5 attached hereto is a complete and accurate copy of Donna Berg's Cross-  
26 Claim Against Angeles Chemical Company, Inc. And Greve Financial Services, Inc. filed on or  
27 about November 25, 2003 in *Angeles Chemical Company, Inc., et al. v. McKesson Corporation, et*  
28 *al.*, Case No. 01-10532 TJH (Ex) (C.D. Cal.).



1 **RESPONSE TO REQUEST FOR ADMISSION NO. 10:**

2 Admitted.

3 **REQUEST FOR ADMISSION NO. 11:**

4 Admit that Exhibit 6 attached hereto is a complete and accurate copy of the Estate of Arnold  
5 Rosenthal's Cross-Claim Against Angeles Chemical Company, Inc. And Greve Financial Services,  
6 Inc. filed on or about November 25, 2003 in *Angeles Chemical Company, Inc., et al. v. McKesson*  
7 *Corporation, et al.*, Case No. 01-10532 TJH (Ex) (C.D. Cal.).

8 **RESPONSE TO REQUEST FOR ADMISSION NO. 11:**

9 Admitted.

10 **REQUEST FOR ADMISSION NO. 12:**

11 Admit that Exhibit 7 attached hereto is a complete and accurate copy of Pearl Rosenthal's  
12 Cross-Claim Against Angeles Chemical Company, Inc. and Greve Financial Services, Inc. filed on  
13 or about November 25, 2003 in *Angeles Chemical Company, Inc., et al. v. McKesson Corporation,*  
14 *et al.*, Case No. 01-10532 TJH (Ex) (C.D. Cal.).

15 **RESPONSE TO REQUEST FOR ADMISSION NO. 12:**

16 Admitted.

17 **REQUEST FOR ADMISSION NO. 13:**

18 Admit that Exhibit 8 attached hereto is a complete and accurate copy of Plaintiffs/Counter-  
19 Defendants' Memorandum Of Contentions Of Fact And Law filed by Angeles Chemical Company,  
20 Inc., John G. Locke, and Greve Financial Services, Inc. on February 17, 2009 in *Angeles Chemical*  
21 *Company, Inc., et al. v. McKesson Corporation, et al.*, Case No. 01-10532 TJH (Ex) (C.D. Cal.).

22 **RESPONSE TO REQUEST FOR ADMISSION NO. 13:**

23 Admitted.

24 **REQUEST FOR ADMISSION NO. 14:**

25 Admit that Exhibit 9 attached hereto is a complete and accurate copy of the Imminent Or  
26 Substantial Endangerment Order issued by the State of California, Environmental Protection  
27 Agency, Department of Toxic Substances Control on February 10, 1993, *In The Matter Of Angeles*  
28 *Chemical Co., Inc., et al.*, Dkt. I§S/E/92/93-012.



1 **RESPONSE TO REQUEST FOR ADMISSION NO. 14:**

2 Admitted.

3 **REQUEST FOR ADMISSION NO. 15:**

4 Admit that Exhibit 10 attached hereto is a complete and accurate copy of the Fourth  
5 Amended Complaint For: (1) Private Recovery Under CERCLA; (2) Contribution Pursuant to  
6 CERCLA § 113(f); (3) Declaratory Relief Under Federal Law; (4) Negligence Per Se; (5) Damages  
7 For Negligence; (6) Damages And Injunction For Public And Private Nuisance; (7) Damages For  
8 Trespass; (8) Equitable Indemnity; (9) Declaratory Relief Under State Law; (10) Negligent And  
9 Intentional Interference With Prospective Economic Advantage; (11) Unfair Business Practices;  
10 (12) Defamation; (13) Injunctive Relief Pursuant To RCRA § 7002(a)(I)(B), filed by Angeles  
11 Chemical Company, Inc., John G. Locke, and Greve Financial Services, Inc. in *Angeles Chemical*  
12 *Company, Inc., et al. v. McKesson Corporation, et al.*, Case No. 01-10532 TJH (Ex) (C.D. Cal.)  
13 and deemed filed by the Court on May 16, 2005.

14 **RESPONSE TO REQUEST FOR ADMISSION NO. 15:**

15 Admitted.

16 **REQUEST FOR ADMISSION NO. 16:**

17 Admit that Exhibit 11 attached hereto is a complete and accurate copy of Defendant  
18 McKesson Corporation's Fourth Amended Counterclaim For: (1) Recovery Of Response Costs  
19 Pursuant To CERCLA §§ 107(a)(1-4)(B); (2) Contribution Pursuant To CERCLA § 113(f); (3)  
20 Declaratory Relief Under Federal Law; (4) Negligence Per Se; (5) Negligence; (6) Private  
21 Nuisance: California Civil Code § 3479 *et seq.*; (7) Public Nuisance: California Civil Code § 3479  
22 *et seq.*; (8) Trespass; (9) Equitable Indemnity; (10) Declaratory Relief Under State Law; (11)  
23 Common Law Restitution; (12) Injunctive Relief Pursuant To RCRA § 7002(a)(1)(B), deemed filed  
24 by the Court on May 16, 2005 in *Angeles Chemical Company, Inc., et al. v. McKesson Corporation,*  
25 *et al.*, Case No. 01-10532 TJH (Ex) (C.D. Cal.).

26 **RESPONSE TO REQUEST FOR ADMISSION NO. 16:**

27 Admitted.

28 ///





1 **REQUEST FOR ADMISSION NO. 17:**

2 Admit that Exhibit 12 attached hereto is a complete and accurate copy of the Memorandum  
3 Of Points And Authorities In Support Of Motion For Voluntary Dismissal With Prejudice Of  
4 Counter-Claimants Robert And Donna Berg, Pearl Rosenthal, And The Estate Of Arnold  
5 Rosenthal's Claims Against Angeles Chemical Company, Inc. filed on October 15, 2009 in *Angeles*  
6 *Chemical Company, Inc., et al. v. McKesson Corporation, et al.*, Case No. 01-10532 TJH (Ex)  
7 (C.D. Cal.).

8 **RESPONSE TO REQUEST FOR ADMISSION NO. 17:**

9 Admitted.

10 **REQUEST FOR ADMISSION NO. 18:**

11 Admit that Exhibit 13 attached hereto is a complete and accurate copy of Angeles' Statement  
12 In Response To The Berg Parties' Motion For Voluntary Dismissal With Prejudice filed on October  
13 16, 2009 in *Angeles Chemical Company, Inc., et al. v. McKesson Corporation, et al.*, Case No. 01-  
14 10532 TJH (Ex) (C.D. Cal.).

15 **RESPONSE TO REQUEST FOR ADMISSION NO. 18:**

16 Admitted.

17 **REQUEST FOR ADMISSION NO. 19:**

18 Admit that Exhibit 14 attached hereto is a complete and accurate copy of the Reply In  
19 Support Of Motion For Voluntary Dismissal With Prejudice Of Counter Claimants Robert and  
20 Donna Berg, Pearl Rosenthal, And The Estate Of Arnold Rosenthal's Claims Against Angeles  
21 Chemical Company, Inc., filed on October 16, 2009 in *Angeles Chemical Company, Inc., et al. v.*  
22 *McKesson Corporation, et al.*, Case No. 01-10532 TJH (Ex) (C.D. Cal.).

23 **RESPONSE TO REQUEST FOR ADMISSION NO. 19:**

24 Admitted.

25 **REQUEST FOR ADMISSION NO. 20:**

26 Admit that Exhibit 15 attached hereto is a complete and accurate copy of the Order Re:  
27 Asset Freeze Of Settlement Proceeds entered on October 27, 2009 in *Angeles Chemical Company,*  
28 *Inc., et al. v. McKesson Corporation, et al.*, Case No. 01-10532 TJH (Ex) (C.D. Cal.).



1 **RESPONSE TO REQUEST FOR ADMISSION NO. 20:**

2 Admitted.

3 **REQUEST FOR ADMISSION NO. 21:**

4 Admit that Exhibit 16 attached hereto is a complete and accurate copy of the Order entered  
5 on November 4, 2009 in *Angeles Chemical Company, Inc., et al. v. McKesson Corporation, et al.*,  
6 Case No. 01-10532 TJH (Ex) (C.D. Cal.).

7 **RESPONSE TO REQUEST FOR ADMISSION NO. 21:**

8 Admitted.

9 **REQUEST FOR ADMISSION NO. 22:**

10 Admit that Exhibit 17 attached hereto is a complete and accurate copy of the Reply In  
11 Support Of Angeles' Motion To Dismiss With Prejudice All Outstanding Claims filed on April 16,  
12 2010 in *Angeles Chemical Company, Inc., et al. v. McKesson Corporation, et al.*, Case No. 01-  
13 10532 TJH (Ex) (C.D. Cal.).

14 **RESPONSE TO REQUEST FOR ADMISSION NO. 22:**

15 Admitted.

16 **REQUEST FOR ADMISSION NO. 23:**

17 Admit that Exhibit 18 attached hereto is a complete and accurate copy of the Declaration  
18 Of Jeffrey Caufield In Support of Angeles' Motion to Dismiss With Prejudice All Outstanding  
19 Claims, with exhibits, filed on or about April 16, 2010 in *Angeles Chemical Company, Inc., et al.*  
20 *v. McKesson Corporation, et al.*, Case No. 01-10532 TJH (Ex) (C.D. Cal.).

21 **RESPONSE TO REQUEST FOR ADMISSION NO. 23:**

22 Admitted.

23 **REQUEST FOR ADMISSION NO. 24:**

24 Admit that Exhibit 19 attached hereto is a complete and accurate copy of the Second  
25 Amended Cross-Complaint Of Angeles Chemical Company, Inc. And John Locke filed in the  
26 above-captioned action on April 4, 2014.

27 **RESPONSE TO REQUEST FOR ADMISSION NO. 24:**

28 Admitted.



1 **REQUEST FOR ADMISSION NO. 25:**

2 Admit that Exhibit 20 attached hereto is a complete and accurate copy of the Third Amended  
3 Cross-Complaint Of Angeles Chemical, Inc. and John Locke filed in the above-captioned action on  
4 October 14, 2014.

5 **RESPONSE TO REQUEST FOR ADMISSION NO. 25:**

6 Admitted.

7 **REQUEST FOR ADMISSION NO. 26:**

8 Admit that Exhibit 21 attached hereto is a complete and accurate copy of the Court's Order  
9 on demurrers to Angeles' Second Amended Cross-Complaint entered on September 26, 2014 in the  
10 above-captioned action.

11 **RESPONSE TO REQUEST FOR ADMISSION NO. 26:**

12 Admitted.

13 **REQUEST FOR ADMISSION NO. 27:**

14 Admit that Exhibit 22 attached hereto (Bates stamped FFIC-F000889-92) is a complete and  
15 accurate copy of an e-mail chain, the entirety of which is dated October 14,2009, among Jeff  
16 Caufield, Yvette Roland, Linda Bondi Morrison, and others re Mandatory Settlement Conference.

17 **RESPONSE TO REQUEST FOR ADMISSION NO. 27:**

18 Responding parties admit the emails that are contained in Exhibit 22 were exchanged among  
19 the identified parties on October 14, 2009. Responding parties do not possess sufficient information  
20 to admit or deny whether “the entirety” of the email chain is contained in Exhibit 22, or whether  
21 “the entirety” of the email chain was dated October 14, 2009, and on that basis those aspects of the  
22 request are denied.

23 **REQUEST FOR ADMISSION NO. 28:**

24 Admit that Exhibit 23 attached hereto (Bates stamped FFIC-F000787-90) is a complete and  
25 accurate copy of an e-mail chain, the entirety of which is dated October 14, 2009, among Mr.  
26 Caufield, Ms. Roland, Ms. Morrison, and others re Mandatory Settlement Conference.

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1 **RESPONSE TO REQUEST FOR ADMISSION NO. 28:**

2 Responding parties admit the emails that are contained in Exhibit 23 were exchanged among  
3 the identified parties on October 14, 2009. Responding parties do not possess sufficient information  
4 to admit or deny whether “the entirety” of the email chain is contained in Exhibit 23, or whether  
5 “the entirety” of the email chain was dated October 14, 2009, and on that basis those aspects of the  
6 request are denied.

7 **REQUEST FOR ADMISSION NO. 29:**

8 Admit that Exhibit 24 attached hereto (Bates stamped FFIC-F000873-77) is a complete and  
9 accurate copy of an e-mail chain, the entirety of which is dated October 14, 2009, among Mr.  
10 Caufield, Ms. Roland, Ms. Morrison, and others re Mandatory Settlement Conference.

11 **RESPONSE TO REQUEST FOR ADMISSION NO. 29:**

12 Responding parties admit the emails that are contained in Exhibit 24 were exchanged among  
13 the identified parties on October 14, 2009. Responding parties do not possess sufficient information  
14 to admit or deny whether “the entirety” of the email chain is contained in Exhibit 24, or whether  
15 “the entirety” of the email chain was dated October 14, 2009, and on that basis those aspects of the  
16 request are denied.

17 **REQUEST FOR ADMISSION NO. 30:**

18 Admit that Exhibit 25 attached hereto (Bates stamped FFIC-F000865-68) is a complete and  
19 accurate copy of an e-mail chain, the entirety of which is dated October 14, 2009, among Mr.  
20 Caufield, Ms. Roland, Ms. Morrison, and others re Mandatory Settlement Conference EX PARTE  
21 NOTICE.

22 **RESPONSE TO REQUEST FOR ADMISSION NO. 30:**

23 Responding parties admit the emails that are contained in Exhibit 25 were exchanged among  
24 the identified parties on October 14, 2009. Responding parties do not possess sufficient information  
25 to admit or deny whether “the entirety” of the email chain is contained in Exhibit 25, or whether  
26 “the entirety” of the email chain was dated October 14, 2009, and on that basis those aspects of the  
27 request are denied.

28 ///



1 **REQUEST FOR ADMISSION NO. 31:**

2 Admit that Exhibit 26 attached hereto (Bates stamped FFIC-FOOI536-40) is a complete and  
3 accurate copy of an e-mail chain, including e-mails dated October 14 and 15, 2009, among Mr.  
4 Caufield, Ms. Roland, Ms. Morrison, and others re Mandatory Settlement Conference EX PARTE  
5 NOTICE.

6 **RESPONSE TO REQUEST FOR ADMISSION NO. 31:**

7 Responding parties admit the emails that are contained in Exhibit 26 were exchanged among  
8 the identified parties on October 14 and 15, 2009. To the extent the request is asking responding  
9 parties to admit that the email chain is complete, responding parties do not possess sufficient  
10 information to admit or deny the completeness of the email chain contained in Exhibit 26, and on  
11 that basis responding parties deny that aspect of the request. Similarly, responding parties do not  
12 possess sufficient information to admit or deny whether the complete email chain was dated  
13 October 14 and 15, 2009, and on that basis responding parties also deny that aspect of the request.

14 **REQUEST FOR ADMISSION NO. 32:**

15 Admit that Exhibit 27 attached hereto (Bates stamped FFIC-F000854-59) is a complete and  
16 accurate copy of an e-mail chain, including e-mails dated October 14 and 15, 2009, among Mr.  
17 Caufield, Ms. Roland, Ms. Morrison, and others re Mandatory Settlement Conference.

18 **RESPONSE TO REQUEST FOR ADMISSION NO. 32:**

19 Responding parties admit the emails that are contained in Exhibit 27 were exchanged among  
20 the identified parties on October 14 and 15, 2009. To the extent the request is asking responding  
21 parties to admit that the email chain is complete, responding parties do not possess sufficient  
22 information to admit or deny the completeness of the email chain contained in Exhibit 26, and on  
23 that basis responding parties deny that aspect of the request. Similarly, responding parties do not  
24 possess sufficient information to admit or deny whether the complete email chain was dated  
25 October 14 and 15, 2009, and on that basis responding parties also deny that aspect of the request.

26 **REQUEST FOR ADMISSION NO. 33:**

27 Admit that Exhibit 28 attached hereto (Bates stamped FFIC-F000853) is a complete and  
28 accurate copy of an e-mail from Amber Hinojosa to James Quimby, Andrew McCloskey, Sherry



1 Pantages, and Ms. Roland dated October 16, 2009.

2 **RESPONSE TO REQUEST FOR ADMISSION NO. 33:**

3 Admitted.

4 **REQUEST FOR ADMISSION NO. 34:**

5 Admit that Exhibit 29 attached hereto (Bates stamped FFIC-FOOI573-74) is a complete and  
6 accurate copy of a letter from Mr. Caufield to Timothy Cronin re Ex Parte Motion To Compel  
7 Settlement Agreements dated October 19, 2009.

8 **RESPONSE TO REQUEST FOR ADMISSION NO. 34:**

9 Admitted.

10 **REQUEST FOR ADMISSION NO. 35:**

11 Admit that Exhibit 30 attached hereto (Bates stamped FFIC-F000969-90) is a complete and  
12 accurate copy of a letter from Mr. Caufield to Mr. Cronin re Angeles v. McKesson dated October  
13 28, 2009.

14 **RESPONSE TO REQUEST FOR ADMISSION NO. 35:**

15 Admitted.

16 **REQUEST FOR ADMISSION NO. 36:**

17 Admit that Exhibit 31 attached hereto (Bates stamped FFIC-FOOI611-14) is a complete and  
18 accurate copy of an e-mail from Mr. Caufield to Scott Osmus, Ms. Pantages, Ms. Roland, Catherine  
19 Zacharias, Mr. Quimby, and Mr. McCloskey re Ang v. McK - ORDER dated November 4, 2009.

20 **RESPONSE TO REQUEST FOR ADMISSION NO. 36:**

21 Admitted.

22 **REQUEST FOR ADMISSION NO. 37:**

23 Admit that Exhibit 32 attached hereto (Bates stamped FFIC-F000966-67) is a complete and  
24 accurate copy of an e-mail from Mr. Caufield to Mr. Osmus, Ms. Pantages, Ms. Roland, Ms.  
25 Zacharias, Mr. Quimby, and Mr. McCloskey re Ang v. McK - Order dated November 5, 2009.

26 **RESPONSE TO REQUEST FOR ADMISSION NO. 37:**

27 Admitted.

28 ///





1 **REQUEST FOR ADMISSION NO. 38:**

2 Admit that Exhibit 33 attached hereto (Bates stamped FFIC-FOOI793-99) is a complete and  
3 accurate copy of an e-mail chain, including e-mails dated November 4-5, 2009, among Mr.  
4 Caufield, Ms. Roland, Ms. Pantages, Ms. McCloskey, and others re Ang v. McK - ORDER.

5 **RESPONSE TO REQUEST FOR ADMISSION NO. 38:**

6 Responding parties admit the emails that are contained in Exhibit 33 were exchanged among  
7 the identified parties on November 4 - 5, 2009. To the extent the request is asking responding  
8 parties to admit that the email chain is complete, responding parties do not possess sufficient  
9 information to admit or deny the completeness of the email chain contained in Exhibit 33, and on  
10 that basis responding parties deny that aspect of the request. Similarly, responding parties do not  
11 possess sufficient information to admit or deny whether the complete email chain was dated  
12 November 4 - 5, 2009, and on that basis responding parties also deny that aspect of the request.

13 **REQUEST FOR ADMISSION NO. 39:**

14 Admit that Exhibit 34 attached hereto (Bates stamped FFIC-F002540-48) is a complete and  
15 accurate copy of an e-mail chain, including e-mails dated November 4-6, 2015, among Mr.  
16 Caufield, Ms. Roland, Ms. Morrison, and others re Ang v. McK - ORDER.

17 **RESPONSE TO REQUEST FOR ADMISSION NO. 39:**

18 Responding parties admit the emails that are contained in Exhibit 34 were exchanged among  
19 the identified parties on November 4 - 6, 2009. To the extent the request is asking responding  
20 parties to admit that the email chain is complete, responding parties deny that aspect of the request.  
21 Responding parties do not possess sufficient information to admit or deny whether the complete  
22 email chain was dated November 4 - 6, 2009, and on that basis responding parties also deny that  
23 aspect of the request.

24 **REQUEST FOR ADMISSION NO. 40:**

25 Admit that Exhibit 35 attached hereto (Bates stamped FFIC-F000937-45) is a complete and  
26 accurate copy of an e-mail chain, including e-mails dated November 4-6, 2009, among Mr.  
27 Caufield, Ms. Roland, and others re Ang v. McK - ORDER.

28 ///



1 **RESPONSE TO REQUEST FOR ADMISSION NO. 40:**

2 Responding parties admit the emails that are contained in Exhibit 35 were exchanged among  
3 the identified parties on November 4-6, 2009. To the extent the request is asking responding parties  
4 to admit that the email chain is complete, responding parties do not possess sufficient information  
5 to admit or deny the completeness of the email chain contained in Exhibit 35, and on that basis  
6 responding parties deny that aspect of the request. Similarly, responding parties do not possess  
7 sufficient information to admit or deny whether the complete email chain was dated November 4-  
8 6, 2009, and on that basis responding parties also deny that aspect of the request.

9 **REQUEST FOR ADMISSION NO. 41:**

10 Admit that Exhibit 36 attached hereto (Bates stamped FFIC-FOOI800-02) is a complete and  
11 accurate copy of a letter from Mr. Caufield to Ms. Morrison and Ms. Roland re Request for  
12 Purported "Settlement Agreement" entered into among the Berg Parties, Fireman's Fund and Great  
13 American dated April 8, 2010.

14 **RESPONSE TO REQUEST FOR ADMISSION NO. 41:**

15 Admitted.

16 **REQUEST FOR ADMISSION NO. 42:**

17 Admit that Exhibit 37 attached hereto (Bates stamped FFIC-F000935-36) is a complete and  
18 accurate copy of an e-mail chain, including e-mails from April 22 and 28, 2010, from Mr. Caufield  
19 to Ms. Morrison, Ms. Roland, and Mr. McCloskey re Ang v. McK-Orders.

20 **RESPONSE TO REQUEST FOR ADMISSION NO. 42:**

21 Responding parties admit the emails that are contained in Exhibit 37 were sent by Mr.  
22 Caufield on April 22 and 28, 2010. To the extent the request is asking responding parties to admit  
23 that the email chain is complete, responding parties deny that aspect of the request. Similarly,  
24 responding parties do not possess sufficient information to admit or deny whether the complete  
25 email chain was dated April 22 and 28, 2010, and on that basis responding parties also deny that  
26 aspect of the request.

27 ///

28 ///



1 **REQUEST FOR ADMISSION NO. 43:**

2 Admit that Angeles Chemical Company, Inc. knew on October 14, 2009 that Fireman's  
3 Fund Insurance Company and Great American Insurance Company had settled the causes of action  
4 asserted by Robert O. Berg, Donna Berg, the Estate of Arnold Rosenthal, and Pearl Rosenthal  
5 against Angeles Chemical Company, Inc. in *Angeles Chemical Company, Inc., et al. v. McKesson*  
6 *Corporation, et al.*, Case No. 01-10532 TJH (Ex) (C.D. Cal.), for \$3 million.

7 **RESPONSE TO REQUEST FOR ADMISSION NO. 43:**

8 Responding party objects to this request as it seeks information protected by the attorney-  
9 client privilege or attorney work product doctrine.

10 Subject to and without waiving the foregoing objections, responding party responds as  
11 follows: Responding parties admit that Angeles Chemical Company ("Angeles") was told, through  
12 its counsel, on October 14, 2009 that Fireman's Fund Insurance Company and Great American  
13 Insurance Company had reached a settlement with Robert O. Berg, Donna Berg, the Estate of  
14 Arnold Rosenthal, and Pearl Rosenthal (the "Berg Parties"). Responding parties also admit that  
15 Angeles was told on October 14, 2009 that the purported settlement amount was \$3 million and  
16 that at least one of the terms of the agreement was that the Berg Parties would seek to dismiss with  
17 prejudice their claims against Angeles in *Angeles Chemical Company, Inc., et al. v. McKesson*  
18 *Corporation, et al.*, Case No. 01-10532 TJH (Ex) (C.D. Cal.). To whatever extent this request  
19 seeks any admission about what the above raw information means Angeles "knew" about the  
20 identified settlement at the time, especially to whatever extent this request seeks an admission about  
21 what Angeles "knew" about which causes of action were settled by the identified agreement,  
22 responding parties deny that aspect of this request because the terms of the settlement agreement  
23 were concealed from Angeles and the Berg Parties later denied that the settlement resolved their  
24 claims against Angeles.

25 **REQUEST FOR ADMISSION NO. 44:**

26 Admit that John Locke knew on October 14, 2009 that Fireman's Fund Insurance Company  
27 and Great American Insurance Company had settled the causes of action asserted by Robert O.  
28 Berg, Donna Berg, the Estate of Arnold Rosenthal, and Pearl Rosenthal against Angeles Chemical





1 Company, Inc. in *Angeles Chemical Company, Inc., et al. v. McKesson Corporation, et al.*, Case  
2 no. 01-10532 TJH (Ex) (C.D. Cal., for \$3 million.

3 **RESPONSE TO REQUEST FOR ADMISSION NO. 44:**

4 Responding party objects to this request as it seeks information protected by the attorney-  
5 client privilege or attorney work product doctrine.

6 Subject to and without waiving the objections above, responding parties respond as follows:  
7 Responding parties admit that John Locke was told, through his counsel, on October 14, 2009 that  
8 Fireman's Fund Insurance Company and Great American Insurance Company had reached a  
9 settlement with Robert O. Berg, Donna Berg, the Estate of Arnold Rosenthal, and Pearl Rosenthal  
10 (the "Berg Parties"). Responding parties also admit that John Locke was told on October 14, 2009  
11 that the purported settlement amount was \$3 million and that at least one of the terms of the  
12 agreement was that the Berg Parties would seek to dismiss with prejudice their claims against  
13 Angeles in *Angeles Chemical Company, Inc., et al. v. McKesson Corporation, et al.*, Case No. 01-  
14 10532 TJH (Ex) (C.D. Cal.). To whatever extent this request seeks any admission about what the  
15 above raw information means John Locke "knew" about the identified settlement at the time,  
16 especially to whatever extent this request seeks an admission about what John Locke "knew" about  
17 which causes of action were settled by the identified agreement, responding parties lack sufficient  
18 information to admit or deny that aspect of this request because the terms of the settlement  
19 agreement were concealed from Angeles and the Berg Parties later denied that the settlement  
20 resolved their claims against Angeles.

21 **REQUEST FOR ADMISSION NO. 45:**

22 Admit that before filing its original Cross-Complaint in the above-captioned action,  
23 Angeles Chemical Company, Inc. never asked Mr. Berg, Ms. Berg, the Estate of Arnold Rosenthal,  
24 or Ms. Rosenthal, to contribute any part of the \$3 million in settlement proceeds they received from  
25 the settlement agreement, attached as Exhibit 38 hereto, to investigate or remediate hazardous  
26 substance contamination in soil and groundwater at and around the ANGELES CHEMICAL SITE.

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1 **RESPONSE TO REQUEST FOR ADMISSION NO. 45:**

2 Responding parties object to this request to the extent that it is compound and contains four  
3 separate subparts, essentially seeking a separate admission for each of the four parties identified.  
4 Responding parties further object to this request because it is so vague and ambiguous that they  
5 cannot reasonably be expected to answer because it falsely assumes that there would have been  
6 some cause for Angeles Chemical Company to have demanded that the identified parties spend the  
7 identified settlement funds to investigate or remediate hazardous substance contamination in soil  
8 and groundwater at and around the ANGELES CHEMICAL SITE before it filed its original Cross-  
9 Complaint in the above captioned action. Finally, responding parties object to this request because  
10 it seeks an admission that is not relevant to Fireman's Fund's defenses in this action and not  
11 reasonably calculated to lead to the discovery of admissible evidence.

12 Subject to and without waiving the objections above, responding party responds as follows:  
13 Admitted.

14 **REQUEST FOR ADMISSION NO. 46:**

15 Admit that before filing his original Cross-Complaint in the above-captioned action, John  
16 Locke never asked Mr. Berg, Ms. Berg, the Estate of Arnold Rosenthal, or Ms. Rosenthal to  
17 contribute any part of the \$3 million in settlement proceeds they received from the settlement  
18 agreement, attached as Exhibit 38 hereto, to investigate or remediate hazardous substance  
19 contamination in soil and groundwater at and in the vicinity of the ANGELES CHEMICAL SITE.

20 **RESPONSE TO REQUEST FOR ADMISSION NO. 46:**

21 Responding parties object to this request to the extent that it is compound and contains four  
22 separate subparts, essentially seeking a separate admission for each of the four parties identified.  
23 Responding parties further object to this request because it is so vague and ambiguous that they  
24 cannot reasonably be expected to answer because it falsely assumes that there would have been  
25 some cause for Angeles Chemical Company to have demanded that the identified parties spend the  
26 identified settlement funds to investigate or remediate hazardous substance contamination in soil  
27 and groundwater at and around the ANGELES CHEMICAL SITE before it filed its original Cross-  
28 Complaint in the above captioned action. Finally, responding parties object to this request because



1 it seeks an admission that is not relevant to Fireman's Fund's defenses in this action and not  
2 reasonably calculated to lead to the discovery of admissible evidence.

3 Subject to and without waiving the objections above, responding party responds as follows:  
4 Admitted.

5 DATED: March 4, 2016

PALADIN LAW GROUP® LLP

6  
7 By: 

8 Jon G. Lycett  
9 Counsel for Angeles Chemical Co., Inc.  
10 and John Locke  
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## VERIFICATION

Re: *Fernal Properties, Inc. v. Angeles Chemical Co., Inc. et al.*  
Superior Court of California, County of Los Angeles, Case No. BC476657

I, John Locke, President of Angeles Chemical Company, Inc., state:

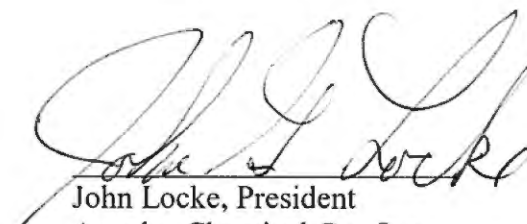
I read the foregoing:

Angeles Chemical Co., Inc.'s And John Locke's Responses to Fireman's Fund Insurance Company's First Set Of Requests For Admission To Angeles Chemical Company, Inc. And John Locke

and know its contents;

I certify and declare under penalty of perjury under the laws of the State of California that the foregoing answers are true and correct.

Executed on March 8, 2106 in Covina, California.



John Locke, President  
Angeles Chemical Co., Inc.